

**RELEASABLE**Date 4/18/16Initial RM

AVESF

Potlatch 8.3.1

deeds

See 16

**RECORDED DOCUMENT GUARANTEE****CHICAGO TITLE INSURANCE COMPANY***a Missouri corporation, herein called the Company,*

SUBJECT TO THE TERMS, LIMITATIONS AND CONDITIONS OF

THE APPLICATION FOR THIS GUARANTEE

WHICH APPLICATION, OR COPY THEREOF, IS ATTACHED HERETO

AND MADE A PART HEREOF.

**CONFIDENTIAL****GUARANTEES****Policy No. 7203612- 1301**

The Applicant named in Schedule A, herein called the Assured, against loss not exceeding the liability amount of \$10,000.00 which the Assured shall sustain by reason of any incorrectness in the assurances set forth in Schedule A.

Any claim or other notice to the Company shall be in writing and shall be addressed to the Company at the issuing office or to:

Chicago Title Insurance Company  
Claims Department  
171 North Clark Street  
Chicago, Illinois 60601-3294

THIS GUARANTEE IS NOT VALID AND THE COMPANY SHALL HAVE NO LIABILITY HEREUNDER UNLESS THE APPLICATION REFERRED TO ABOVE, OR COPY THEREOF, AND SCHEDULE A ARE ATTACHED HERETO.

Alliance Title & Escrow Corp.  
412 Cedar St.  
P.O. Box 1287  
Wallace, Idaho 83873  
PHONE: 208-752-1167  
: 800-355-8789  
FAX : 208-752-3461

USEPA SF



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## **SCHEDULE A**

Order No.: **2040706024RN**

Recorded Document Guarantee No.: **7203612 1301**

Date of Guarantee: **October 22, 2007**                      Fee \$130.00

The attached Application was executed on **October 31, 2007** by the following named Applicant:

**EPA-Grechen F. Schmidt**

The assurances referred to on the face page are that, based on a search of the records indicated in the Application referred to on the face page hereof, the following identified and attached documents constitute all of the Designated Documents requested in the Application.

### **Designated Documents:**

1.     **Right-of-Way Deed**  
      Recorded: December 23, 1907  
      Book 35, deeds, page 542 of Official Records.  
      Grantee: Chicago, Milwaukee & St. Paul Railroad Company of Idaho
2.     **Deed**  
      Dated: March 29, 1909  
      Recorded: March 29, 1909  
      Book 39, deeds, page 212 of Official Records  
      Grantor: Lee Setser  
      Grantee: Chicago, Milwaukee, Puget Sound Railway
3.     **Deed:**  
      Dated: December 24, 1912  
      Recorded: January 11, 1913  
      Book 43, deeds, page 466 of Official Records.  
      Grantor: Chicago, Milwaukee, Puget Sound Railway Company  
      Grantee: Chicago, Milwaukee and St. Paul Railway Company
4.     **Deed**  
      Dated: September 18, 1916  
      Recorded: June 17, 1918 of Official Records.  
      Book 52, deeds, page 608  
      Grantor: United States  
      Granted: Lee Setser (Homestead)

5. Deed:  
Dated: April 25, 1916  
Recorded: April 25, 1916  
Book 49, deeds, page 412 of Official Records  
Grantor: Lee Setser  
Grantee: J.B. Hogan
6. Deed:  
Dated: June 7, 1918  
Recorded: June 17, 1918  
Book 52, deeds, page 609 of Official Records  
Grantor: J.B. Hogan and Nellie T. Hogan  
Grantee: Mary Ferrell
7. Right-of-way Easement  
Dated: unknown  
Recorded: May 31, 1929  
Book 62, deeds, page 296 of Official Records  
Grantor: Mary D. Theriault  
Grantee: Idaho Transmission Company
8. Deed:  
Dated: December 30, 1929  
Recorded: December 30, 1929  
Book 63, deeds, page 34 of Official Records  
Grantor: Mary R. Ferrell  
Grantee: United States of America
9. Deed:  
Dated: 1930  
Recorded: December 24, 1930  
Book 63, deeds, page 473 of Official Records  
Grantor: Mary R. Ferrell  
Grantee: United States of America
10. Deed  
Dated: May 16, 1936  
Recorded: January 5, 1973  
Book 68, deeds, page 152 of Official Records  
Grantor: Idaho Transmission Company  
Grantee: Montana Power Company
11. Petition Findings and Organizational Decree  
Dated: October 16, 1974  
Recorded: December 23, 1974  
Decree: 18703 of Official Records  
Organization of Water and Sewer District of Avery, Idaho

12. Sewer Easement  
Dated: August 6, 1980  
Recorded August 27, 1980  
Instrument No. 287974 of Official Records  
Grantor: Potlatch  
Grantee: Avery Water District
13. Survey:  
Avery Water Plant  
Instrument No. 304499 of Official Records.
14. Judgment on Declaration of Taking and Order for Delivery of Possession  
Dated: June 24, 1986  
Recorded: June 27, 1986  
Instrument No. 323442 of Official Records  
Plaintiff: United States of America  
Defendant: 164.21 acres of land more or less situate in Shoshone County, State of Idaho; Potlatch Corporation (b) (6) Mary D. Theriault and Edward I. Theriault, et al
15. Highway Easement Deed  
Dated: June 9, 1992  
Recorded: June 20, 1992  
Instrument No. 352761 of Official Records  
Grantor: United States of America acting through the Department of Transportation Federal Highway Administration  
Grantee: Shoshone County
16. Right-of-way Easement  
Dated: August 8, 1992  
Recorded: September 21, 1992  
Instrument No. 354031 of Official Records.  
Grantor: Potlatch Corporation  
Grantee: GTE Northwest Incorporated



35/542

Instrument Number 15013.

Know all men by these presents, that for and in consideration of the sum of Twenty nine and no/100 (\$29.00) Dollars, in payment for the within mentioned land, and the additional sum of Twenty one and 25/100 (\$21.25) Dollars, in payment for the timber thereon, the receipt of which is hereby acknowledged, and in pursuance of the statutes in such cases made and provided, there is granted unto the Chicago, Milwaukee & St Paul Railroad Company of Idaho, a corporation, a right of way over and across the following described tract of land, to wit:

A strip of land one hundred (100) feet in width, having fifty feet (50) of such width on each side of the center line of the main track of the Chicago, Milwaukee & St Paul Railway Company of Idaho, as the same is located and established over and across from the east side to the west side of the Northwest quarter of the Northwest quarter of Section Sixteen (16), Township forty five (45) North, Range five (5) East, Boise Meridian, excepting therefrom that portion thereof which may lie within the St. Joe River, containing two and 9/10 (2.90) acres, more or less.

To have and to hold, all and singular, the above mentioned and described premises for the purpose of right of way as aforesaid, together with the appurtenances unto the said Chicago, Milwaukee & St Paul Railway Company of Idaho, a corporation, and to its successors and assigns forever.

IN WITNESS WHEREOF, I, F. R. Gooding, Governor of the State of Idaho, and Ex-Officio President of the State Board of Land Commissioners have hereunto subscribed my name and caused the seal of the said Board to be hereunto affixed this 23rd day of December, 1907.

(State Board Seal)

Attest: H. H. Church

Register

F. R. Gooding,

Governor and President.

INSTRUMENT NUMBER 18956.

THIS INDENTURE, made this 29th day of March, A.D. 1909, between Lee Setser, (a bachelor) party of the first part, and the CHICAGO, MILWAUKEE & PUGET SOUND RAILWAY COMPANY, a corporation of the State of Washington, party of the second part,--WITNESSETH:

39/212

That the said party of the first part, for and in consideration of Ten and no/100 Dollars, lawful money of the United States of America, to him in hand paid by the said party of the second part, receipt whereof is hereby acknowledged, has granted, bargained, sold, and conveyed, and by these presents does grant, bargain, sell and convey unto the said party of the second part, its successors and assigns forever, all that certain strip, belt, or piece of land, lying and being in Shoshone County, Idaho, particularly described as follows, to-wit:

A strip, belt, or piece of land, Two hundred and fifty (250) feet wide, being One hundred and twenty-five (125) feet of such width on each side of the center line of the railway of said party of the second part, as the same is now located, established and staked out and constructed over and across the

northeast quarter (N.E.  $\frac{1}{4}$ ) of Section sixteen (16), township forty-five (45) north and range five (5) east, B.M. Said strip extending over and across from the east side to the west side of said quarter section.

Setser  
to

Also two (2) additional strips of land, each lying southerly of and adjacent to said above described strip of land, and more particularly described as follows, to-wit:

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First:-A strip of land one hundred and fifty (150) feet in width, the northerly boundary line of which is a line drawn parallel to and distant one hundred and twenty-five (125) feet southerly, measured at right angles, from said center line; the southerly boundary line of said strip being drawn parallel to, and distant two hundred and seventy-five (275) feet southerly, measured at right angles from said center line of railway; the westerly boundary line of said strip being the north and south quarter line passing through the center of said section sixteen (16); and the easterly boundary being a line drawn at right angles southerly from a point in the center line of said railway, distant eight hundred and eighty-two (882) feet easterly, measured along said center line from its intersection with said north and south quarter section line; said strip of land containing three (3) acres, more or less.

Second:-A strip of land one hundred (100) feet in width, the northerly boundary of which is a line drawn parallel to and distant one hundred and twenty-five (125) feet southerly, measured at right angles from said center line of railway; the southerly boundary line of said strip being drawn parallel to, and distant two hundred and twenty-five (225) feet southerly, measured at right angles from said center line of railroad; the easterly boundary of said strip being the easterly line of said section sixteen (16); and the westerly boundary being a line drawn at right angles southerly, from a point in said center line of railway distant seven hundred and eighty-one (781) feet westerly, measured along said center line of railway from its intersection with the easterly side line of said section sixteen (16); said strip of land containing one and eight tenths (1.8) acres, more or less.

The total area of land included within the strips of land hereinbefore described being nineteen and eight tenths (19.8) acres, more or less.

The grantor hereby reserves the right to occupy for a dwelling that certain house now there constructed and situated upon the strip of land secondly above described, until such time as said grantor shall have made final proof of his homestead for the land in said northeast quarter (N.E.  $\frac{1}{4}$ ) of section sixteen (16) aforesaid, and be entitled to a patent therefor.

And with the right to the said party of the second part, its successors and assigns, to protect any cuts which may be made on said lands, by erecting, on both sides thereof and within one hundred and fifty feet from said center line, portable snow fences, provided, however, that such fences shall not be erected before the fifteenth day of October of each year; and shall be removed on or before the first day of April of the year next ensuing their erection.

The party of the first part, for himself his heirs, executors, administrators, and assigns, covenants with the party of the second part, its successors and assigns, that he is now seized of the premises herein granted, that the same are free from all incumbrances, and that he will warrant to the party of the second part, its successors and assigns, all the said premises against every person lawfully claiming the same. And said party of the first part, for himself and his heirs and assigns covenants and agrees that said grant is upon no other consideration than that named herein; that neither said party of the second part nor its agents have made any agreement, promise, or condition, verbal or written, for or relating to any crossing, passageway, or other privilege, over, across, or under said railway; and that the right thereto shall be only that conferred by statute, or by an instrument in writing under the corporate seal of the party of the second part. And said party of the first part hereby releases all damages and claims thereto to all its other lands by reason of the location, construction and operation of a railway over and upon the premises hereby conveyed.

TO HAVE AND TO HOLD, all and singular, the said premises, together with the appurtenances, unto the said second party, and to its successors and assigns forever, except as aforesaid.

IN WITNESS WHEREOF, the party of the first part has hereunto set his hand and seal, this twenty-ninth day of March, 1909.

Signed, Sealed and Delivered  
in the presence of

Lee Setser, (Seal)

STATE OF WASHINGTON, )  
: ss.  
County of Spokane. )

On this 29th day of March, in the year 1909, before me, C.S. Voorhees, a Notary Public in and for said county and state, personally appeared Lee Setser, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

WITNESS my hand and official seal, this 29th day of March, 1909.

(Seal)  
C.S. Voorhees,  
Notary Public in and for the  
State of Washington, residing  
at Spokane.

STATE OF IDAHO, )  
: ss.  
County of Shoshone. )

I hereby certify that the within instrument was filed for record in my office on the 19th day of April, A.D. 1909, at 9 o'clock A.M., and recorded at the request of E.W. Cook.

By: *R.A. C...* Deputy.

*Stanley D. ...*  
County Recorder.

43/466

DEED.

CHICAGO, MILWAUKEE AND PUGET SOUND RAILWAY COMPANY

TO

CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY.

THIS INDENTURE, Dated the 24th day of December, A. D. 1912, by and between the CHICAGO, MILWAUKEE AND PUGET SOUND RAILWAY COMPANY, a corporation of the State of Washington party of the first part, and the CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY, a corporation of the State of Wisconsin, party of the second part, WITNESSETH:

WHEREAS, the party of the first part owns and operates a main line of railway extending from the Cities of Seattle and Tacoma, in the State of Washington, through the States of Washington, Idaho, Montana, North Dakota, and into the State of South Dakota, to Mobridge in said last named state, and also various branch lines of railway and terminals;

AND WHEREAS, the party of the second part owns and operates a system of railways, both main line and branches, one of which main lines extends from Chicago in the State of Illinois, to Milwaukee in the State of Wisconsin, thence through the States of Wisconsin, Minnesota, and into the State of South Dakota, to said Mobridge in said last mentioned state;

AND, WHEREAS, the respective main lines of railway above described of said party of the first part and said party of the second part, for more than three years last past have been connected and operated together as one continuous main line between said Cities of Seattle and Tacoma and said City of Chicago, and can be lawfully so connected and operated together to constitute one continuous main line between said Cities of Seattle and Tacoma and said city of Chicago.

AND, WHEREAS, the railways of the parties of the first and second part can, in the interest of the security-holders of both parties and in the interests of all concerned, be operated more economically, efficiently and advantageously as one system, under a single organization, than under separate organizations;

AND, WHEREAS, the party of the first part has heretofore made, executed and delivered its certain Indenture of Mortgage and Deed of Trust, bearing date the first day of January, A. D. 1909, to the United States Trust Company of New York as corporate trustee, and Edward W. Sheldon, of the City of New York, as individual trustee, to secure an issue of its First Mortgage Four Per Cent. Gold Bonds of a total aggregate principal amount not to exceed Two Hundred Million Dollars, under which Mortgage and Deed of Trust bonds, in a large amount have been issued and are now outstanding, which said Mortgage and Deed of Trust to the extent as therein provided covers the entire railway and branches, property, rights, privileges and franchises of said party of the first part;

AND, WHEREAS, the party of the second part is the owner of bonds issued under, and secured by the aforesaid Indenture of Mortgage and Deed of Trust, and as such owner has an interest in preserving the lien of said Indenture of Mortgage and Deed of Trust, intact, and in keeping the legal and equitable titles in and to said lines of railway, extensions, branches, terminals and other property described in said Indenture of Mortgage and Deed of Trust, in so far as said Indenture of Mortgage and Deed of Trust or the bonds issued thereunder are concerned, separate and distinct, notwithstanding this conveyance;

AND, WHEREAS, the consideration, terms and conditions of the sale of the whole of the railway and branches of the party of the first part, together with all property, rights, privileges and franchises pertaining thereto, to the party of the second part, have been agreed upon by the directors and trustees of the respective parties, and approved and ratified by persons owning, holding or representing more than seventy-five per cent. of the entire capital stock of each of the parties hereto, all as by statute in such case made and provided;

NOW, THEREFORE, the party of the first part, for and in consideration of the premises, and the covenants and agreements herein contained, and the sum of One Dollar and other good and valuable considerations in hand paid by the party of the second part prior to the execution and delivery of this Indenture, the receipt whereof is hereby acknowledged, HAS GRANTED, BARGAINED, SOLD and CONVEYED, and DOES HEREBY GRANT, BARGAIN, SELL and CONVEY unto the party of the second part, its successors and assigns, the following:

RR  
to  
RR

#### MAIN LINES.

(1) The line of railway extending from a connection with the line of railway of the party of the second part at Mobridge, in the County of Walworth, State of South Dakota; thence westwardly through the County of Walworth and across the Missouri River and through the Counties of Corson and Perkins, in the State of South Dakota; the Counties of Morton, Adams, Bowman and Billings in the State of North Dakota; the Counties of Custer, Rosebud, Musselshell, Fergus, Meagher, Broadwater, Gallatin, Jefferson, Madison, Silver Bow, Deer Lodge, Powell, Granite and Missoula in the State of Montana; the Counties of Shoshone and Kootenai in the State of Idaho; and the Counties of Spokane, Whitman, Adams, Grant, Kittitas and King in the State of Washington, to a connection with the line of railway of the Columbia and Puget Sound Railroad Company at or near Maple Valley, in said County of King.

(2) The right to the joint and equal use of the Columbia and Puget Sound Railroad Company's line of railway between said Maple Valley and the north line of Island No. 1, in Section 18, Township 22 North, Range 14 East, in the City of Seattle in said County of King, for a term expiring May 21, 2005, under an agreement with that Company, which said agreement was recorded in the Office of the Recorder of King County, Washington, on the 6th day of June, 1906, in Volume 467 of Deeds, Page 208.

(3) The equal and undivided one-half interest in the line of railway commencing at the connection with the line of railway of the Columbia and Puget Sound Railroad Company at Black River Junction, in the County of King and State of Washington, extending thence in a general southerly direction in the Counties of King and Pierce, in the State of Washington, to Tacoma Junction, near the easterly bank of the Puyallup River.

(4) The line of railway extending from said Tacoma Junction to Pacific avenue in the City of Tacoma, County of Pierce and State of Washington.

(5) The right to the joint and equal use of the Tacoma Eastern Railroad Company's line of railway between said City of Tacoma and McKenna Station, by way of Salsich Junction, in the County of Pierce, State of Washington.

(6) The line of railway commencing at the connection with the line of railway of the Tacoma Eastern Railroad Company at said McKenna Station, extending thence in a general westerly direction through the Counties of Pierce and Thurston to Helsing Junction, in said County of Thurston, State of Washington.

(7) The equal and undivided one-half interest in the line of railway commencing at the connection with the main line of railway of the party of the first part at said Helsing Junction, extending thence in a general westerly direction through the Counties of Thurston and Chehalis, to the City of Hoquiam, in said County of Chehalis, State of Washington.

#### SPOKANE LINE.

(1) The line of railway now under construction commencing at the connection with the main line of railway of the party of the first part at or near Plummer, in the County of Kootenai, State of Idaho, extending thence in a general northwesterly direction to the point of connection with the line of railway of the Oregon-Washington Railroad & Navigation Company, near Bell Station on said last mentioned railroad, in the County of Spokane, State of Washington.

(2) The right which the party of the first part now has or may hereafter acquire in and to the joint and equal use of the Oregon-Washington Railroad & Navigation Company's line of railway between said point of connection at or near Bell Station, extending thence in a general northwesterly direction to the point of connection with the double-track line of railway of the party of the first part at or near the crossing of the tracks of the Northern Pacific Railway Company, in the south half ( $\frac{1}{2}$ ) of Section 16, Township 25 North, Range 43 East of the Willamette Meridian, in the City of Spokane, State of Washington.

(3) The double-track line of railway from the connection last described, extending thence in a westerly direction to the west line of Center street in said City of Spokane, State of Washington.

(4) All the right, title, interest and ownership of the party of the first part which it now has, or may hereafter acquire, in and to the Union Station and terminal property between the west line of Center street and the east line of Monroe street, in said City of Spokane, State of Washington.

(5) The right to the joint and equal use of the Oregon-Washington Railroad & Navigation Company's line of railway now under construction from said east line of Monroe Street, extending thence in a general southwesterly direction to the point of connection with the main line of railway of the party of the first part at or near Marengo, in the County of Adams, State of Washington.

## BRANCH LINES CONSTRUCTED.

**Moreau River Line:** Commencing at the connection with the main line at Moreau Junction, in the County of Corson and State of South Dakota, thence extending in a general southwesterly and westerly direction through the Counties of Corson and Dewey to the Town of Isabel, in said County of Dewey, in the State of South Dakota.

**Cheyenne River Line:** Commencing at the connection with the Moreau River Line at Cheyenne Junction, in the County of Dewey and State of South Dakota, thence extending in a general southerly and westerly direction through the Counties of Dewey, Ziebach, and Meade, to the Town of Faith, in said County of Meade, in the State of South Dakota.

**Standing Rock Line:** Commencing at the connection with the main line at McLaughlin, in the County of Corson and State of South Dakota, thence extending in a general northerly and northwesterly direction through the County of Corson, in the State of South Dakota, and the Counties of Morton and Hettinger, in the State of North Dakota, to the Town of New England, in said County of Hettinger.

**Lewistown Line:** Commencing at the connection with the main line at Harlowton, in the County of Meagher and State of Montana, thence extending in a general northerly direction through the Counties of Meagher and Fergus to the City of Lewistown, in said County of Fergus, in the State of Montana.

**St. Maries Line:** Commencing at the connection with the main line at St. Maries, in the County of Kootenai and State of Idaho, thence extending in a general southerly and southeasterly direction through the Counties of Kootenai, Shoshone, Latah and Nez Perce to the Town of Elk River, in said County of Nez Perce and State of Idaho.

**Coeur D'Alene Line:** Commencing on the water front in the City of Coeur d'Alene, Kootenai County, Idaho, and extending in a general westerly direction to the connection with the line of railway of the Oregon-Washington Railroad & Navigation Company at Spear, in the County of Spokane, State of Washington.

**Warden Line:** Commencing at the connection with the main line at Warden, in the County of Grant and State of Washington, thence in a general northerly and easterly direction through the Counties of Grant and Adams to the Town of Marcellus, in said County of Adams, in the State of Washington; together with the branch line of railway now under construction extending from the connection with said Warden Line at Tiflis Station to Neppel Station, in the County of Grant, State of Washington.

**Enumelaw Line:** Commencing at the connection with the main line at Bagley Junction, in the County of King and State of Washington, thence extending in a general southerly direction to the Town of Enumelaw, in said County of King and State of Washington.

**Everett Line:** Commencing at the connection with the main line at Cedar Falls (formerly Monoton), in the County of King and State of Washington, thence extending in a general northwesterly direction through the Counties of King and Snohomish to the City of Everett, in said County of Snohomish, State of Washington.

## BRANCH LINES IN PROCESS OF CONSTRUCTION.

**Grass Range Line:** Commencing at the connection with the Lewistown Line at Lewistown, in the County of Fergus and State of Montana, thence extending in a general easterly direction to Grass Range, in said County.

**Roy Line:** Commencing at the connection with the Lewistown Line at Lewistown, in the County of Fergus and State of Montana, thence extending in a general northeasterly direction through Hilger to Roy, in said County; the railway between Lewistown and Hilger being in operation.

**Dog Creek Line:** Commencing at the connection with the Roy Line, about two and one-half (2½) miles north of Hilger Station, Fergus County, Montana, and extending in a northerly direction to the Town of Winifred, in said County of Fergus.

**Great Falls Line:** Commencing at the connection with the Lewistown Line at or near the City of Lewistown, in the County of Fergus and State of Montana, thence extending in a general northwesterly direction through the Counties of Fergus, Chouteau and Cascade, to a terminus in the City of Great Falls, in said County of Cascade and State of Montana.

**Choteau Line:** Commencing at the connection with the Great Falls Line within said City of Great Falls, Montana, and extending in a general northwesterly direction to Agawam in the County of Teton, State of Montana.

**Priest Rapids Line:** Commencing at the connection with the main line of the party of the first part at the west end of the Columbia River Bridge, near Beverly, Washington, and extending in a southerly direction through the County of Yakima to Hanford, in Benton County, State of Washington.

# TERMINALS.

All right, title, interest and ownership which the party of the first part now has, or may hereafter acquire, in and to terminal properties in the City of Butte, State of Montana, including the Butte and Superior Mine Spur, commencing at the connection with the Tuolumne Mine Spur track of the Butte, Anaconda & Pacific Railway Company in Maaderville Township, Silver Bow County, State of Montana, thence extending in a general northerly direction a distance of about thirty-three hundred feet across the property of the Tuolumne, Jessie, Croesus, Berlin, Carlisle and Protection Mines to the property of the Butte and Superior Copper Mining Company, Limited, in said Silver Bow County; also all right, title, interest and ownership which the party of the first part now has, or may hereafter acquire in and to terminal properties in the Cities of Spokane, Tacoma, Aberdeen and Seattle, in the State of Washington, including an equal undivided one-half interest in that certain track known as Transfer Track, in Railroad Avenue, extending from a point at or near the south line of Yesler Way, in a northerly direction to a point at or near Broad Street in said City of Seattle; and also all right, title, interest and ownership which the party of the first part now has, or may hereafter acquire, in and to all other terminal properties, wherever situated.

Also all other lines of railway now owned by the party of the first part, or which it may hereafter acquire and all rights of way, lands, roadbeds, superstructures, rails, tracks, second, third and fourth main tracks, side tracks, spur, industry and wharf tracks, switches, turn-tables, bridges, viaducts, embankments, all terminal, depot and yard tracks, properties and facilities, all stations, depots, warehouses, offices, engine houses, car houses, machine and other shops, elevators, coal bunkers, coal houses, wood houses, water stations, water tanks, water towers, fences, telegraph and telephone lines (excepting an undivided one-half interest in the line of telegraph extending from said Black River Junction to said Tacoma Junction, owned by the Oregon-Washington Railroad and Navigation Company), power plants, turbines, flumes, pipes, generators, motors, switchboards, cables, poles, wires, locomotives, cars, other rolling stock and equipment, wharves, docks, piers and landings, engines, boilers, machinery, apparatus, appliances, instruments, tools, materials, furniture, and other property of the party of the first part, however held or wherever situated, constituting, or to constitute any part of, or pertaining to, or required or held for use or enjoyment in connection with the aforesaid lines of railway, extensions, branches and terminals, or any part thereof.

All leases, leasehold rights, trackage rights, trackage agreements relating to the ownership, use or operation of any of the aforesaid lines of railway, extensions, branches, terminals, union stations, or any part thereof or to any other railway tracks or property; also all easements, hereditaments, powers, privileges, orders, ordinances, licenses, or franchises passed or granted by the United States or by the States of South Dakota, North Dakota, Montana, Idaho or Washington, or by any county, town or other municipality, that the party of the first part now has or owns, or is entitled to, or that it shall hereafter acquire or become entitled to, pertaining to, or necessary or appropriate for the ownership, use and operation of the aforesaid lines of railway, extensions, branches, terminals and other property, or any part thereof, together with all the rights and benefits reserved to the party of the first part in and by said Indenture of Mortgage and Deed of Trust, executed and delivered by the party of the first part to the United States Trust Company and Edward W. Sheldon as Trustees, or arising out of the said Indenture of Mortgage and Deed of Trust for the benefit of the party of the first part.

TO HAVE AND TO HOLD unto the party of the second part, its successors and assigns forever; subject, nevertheless, to the Indenture of Mortgage and Deed of Trust executed and delivered by said party of the first part to the United States Trust Company and Edward W. Sheldon as Trustees, as hereinbefore recited and described, and the debt secured thereby, and subject, also, to any and all obligations imposed upon the party of the first part by virtue of any existing lease, agreement, ordinance, license or franchise relating to the ownership, use, enjoyment, occupation and operation of the aforesaid lines of railway, extensions, branches, terminal and other property, or any part thereof.

It is hereby mutually covenanted and agreed that this conveyance shall in nowise, or in any manner, or to any extent, affect the lien of said Indenture of Mortgage and Deed of Trust, or the validity of the bonds certified and issued, or which may be certified and issued thereunder; that said Indenture of Mortgage and Deed of Trust shall continue as a valid subsisting lien upon all the lines of railway, extensions, branches, terminals, rights, privileges, franchises and property, of whatsoever kind or nature, described in said Indenture of Mortgage or Deed of Trust, or intended to be subject to the lien thereof; that all bonds heretofore certified and issued under and pursuant to the terms and conditions of said Indenture of Mortgage and Deed of Trust, or which may hereafter be so certified and issued, by whomsoever owned or held, shall continue to be secured equally and ratably by said Indenture of Mortgage and Deed of Trust, the same as if this conveyance had not been made; and that notwithstanding this conveyance, the existing legal and equitable titles in and to said lines of railway, extensions, branches, terminals, rights, privileges, franchises and other property shall, in so far as said Indenture of Mortgage and Deed of Trust or the bonds issued or which may be issued thereunder are concerned, continue to be and remain separate and distinct; it being the intention of the parties hereto that the title created by said Indenture of Mortgage and Deed of Trust, as aforesaid made, executed and delivered by the party of the first part, shall not be



into the title of the party of the second part acquired or to be acquired by this conveyance, but that said Indenture of Mortgage and Deed of Trust shall, according to its terms, continue as a valid subsisting lien upon all the lines of railway, extensions, branches, terminals, rights, privileges, franchises and other property described therein, and that all bonds heretofore certified and issued thereunder, or which may hereafter be certified and issued, by whomsoever owned or held, or to be owned or held, shall continue to be secured equally and ratably, the same as if this conveyance had not been made.

And the party of the first part hereby expressly authorizes the party of the second part, its successors and assigns, to exercise, in the name of the party of the first part, or otherwise, all and singular the rights and powers to issue bonds under the aforesaid Indenture of Mortgage and Deed of Trust, as provided in Article Ten thereof, subject, however, to all the terms, conditions and restrictions thereof; and the party of the first part hereby covenants that whenever requested, and as often as called upon by the party of the second part, its successors or assigns, it will, to the full extent to which the same shall be reasonable and proper, execute all such further instruments, if any, which shall be necessary or proper to enable or facilitate the party of the second part, its successors or assigns, to exercise such rights and powers; and that upon proper demand it will, if the party of the second part, its successors and assigns so elect, itself execute and procure the issuance of bonds in accordance with the terms of the said Indenture of Mortgage and Deed of Trust for such issue, in case of the sale of the said mortgaged property as provided in said Article Ten of said Indenture of Mortgage; and that it will not issue any additional bonds, or incur any additional obligations whatsoever in respect to any of such property hereby conveyed, except as and when so requested in writing by the party of the second part, its successors or assigns, and for the purpose of fulfilling the covenants hereunder.

The party of the second part hereby assumes and agrees to punctually pay when due and payable, the principal of, and interest upon, all of the bonds issued or to be issued under the aforesaid Indenture of Mortgage and Deed of Trust, according to their tenor; and hereby further covenants and agrees to punctually perform and strictly observe all of the covenants and conditions of said Indenture of Mortgage and Deed of Trust.

The party of the second part hereby further covenants and agrees, by its proper officers thereunto duly authorized, to execute and cause to be recorded an Indenture with the Trustees of said Indenture of Mortgage and Deed of Trust, satisfactory to said Trustees, whereby the party of the second part shall effectually assume the due and punctual payment of the principal of, and interest upon said bonds, and the performance of all the covenants and conditions of said Indenture of Mortgage and Deed of Trust.

The party of the second part hereby assumes and agrees to pay all other existing valid claims and demands against the party of the first part, by whomsoever held, except claims and demands incurred for and on account of any of the purposes specified in said Indenture of Mortgage and Deed of Trust for which bonds may be issued, certified and delivered thereunder, and except such claims and demands as the party of the second part now has, or may hereafter have against the party of the first part on account of money loaned or advanced or hereafter loaned or advanced by the party of the second part to the party of the first part, and by it used or expended for or on account of any of the purposes specified in said Indenture of Mortgage and Deed of Trust, for which bonds may be issued, certified and delivered thereunder; the party of the second part hereby reserving the right to be reimbursed in bonds, issued or to be issued, under said Indenture of Mortgage and Deed of Trust for the amounts so advanced and expended.

The party of the second part hereby assumes any and all obligations imposed upon the party of the first part by virtue of any existing lease, agreement, ordinance, license or franchise relating to the ownership, use, enjoyment, occupation or operation of the aforesaid lines of railway, extensions, branches, terminal and other property, or any part thereof and to adopt, carry out and perform all operating, traffic, trackage and other existing agreements, leases and ordinances of the party of the first part, according to the true intent and meaning thereof.

The party of the first part hereby covenants and agrees to make, execute and deliver such further deeds, conveyances and assurances for the better conveying and assuring unto the party of the second part, its successors, grantees or assigns, of the lines of railway and properties hereby conveyed, or agreed or intended to be conveyed to the party of the second part, as the party of the second part, or its successors, grantees or assigns shall deem necessary or desirable.

In order to facilitate the recording of this Indenture, the same may be simultaneously executed in several original counterparts, all of which together, or any one thereof, shall be deemed to be the original of this Indenture.

IN WITNESS WHEREOF, the parties hereto have caused this Indenture to be executed by their respective proper officers, thereunto duly authorized, and the corporate seals of the respective parties to be hereunto affixed, the day and year first above written.

CHICAGO, MILWAUKEE AND PUGET SOUND RAILWAY COMPANY,

By H. R. Williams  
President.

Countersigned:  
E. W. Adams  
(Corporate)  
(Seal)  
Secretary.



In presence of:  
Burton Hanson  
W D Millard

CHICAGO, MILWAUKEE AND ST. PAUL RAILWAY COMPANY,  
By A. J. Earling  
President.

(Corporate)  
(Seal.)

Countersigned:  
E W Adams  
Secretary.

STATE OF ILLINOIS, )  
: SS.  
COUNTY OF COOK. )

On this 24th day of December, in the year 1912, before me W D Millard a Notary Public in and for said County and State personally appeared H. R. WILLIAMS, to me known to be the President, and E. W. ADAMS, to me known to be the Secretary of the Chicago, Milwaukee and Puget Sound Railway Company, the corporation that is described in and that executed the within and foregoing instrument, and acknowledged to me the said instrument to be the free and voluntary act and deed of said corporation, for the uses and purposes therein mentioned, and that said corporation executed the same; and on oath each stated that he is authorized to execute said instrument, and that the seal affixed is the corporate seal of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

(Notarial)  
(Seal)

W D Millard,  
Notary Public in and for  
Cook County, State of Ill-  
inois, residing at the  
City of Chicago, Illinois.  
My commission expires May  
11 / 1916

Recorded at the request of E. W. Adams Jan. 11, 1913 at 9 o'clock A. M.

*John L. Shuckey*  
County Recorder.

:-o-:-

INSTRUMENT NUMBER 48908

Coeur d'Alene 08839

THE UNITED STATES OF AMERICA,  
To all to whom these presents shall come,  
Greeting:

WHEREAS, a Certificate of the Register of the Land Office at Coeur d'Alene, Idaho, has been deposited in the General Land Office, whereby it appears that, pursuant to the Act of Congress of May 20, 1862, "To Secure Homesteads to Actual Settlers on the Public Domain", and the acts supplemental thereto, the claim of Lee Setser has been established and duly consummated, in conformity to law, for the

South half of the southeast quarter of Section nine and the Lots one and two of Section sixteen in Township forty-five north of range five east of the Boise Meridian, Idaho, containing one hundred sixty-two and seventy-five-hundredths acres,

according to the Official Plat of the Survey of the said Land, returned to the GENERAL LAND OFFICE by the Surveyor-General:

NOW KNOW YE, That there is, therefore, granted by the UNITED STATES, unto the said claimant the tract of Land above described; TO HAVE AND TO HOLD the said tract of Land, with the appurtenances thereof, unto the said claimant and to the heirs and assigns of the said claimant forever; subject to any vested and accrued water rights for mining, agricultural, manufacturing, or other purposes and rights to ditches and reservoirs used in connection with such water rights, as may be recognized and acknowledged by the local customs, laws and decisions of courts; and there is reserved from the lands hereby granted a right of way thereon for ditches or canals constructed by the authority of the United States.

IN TESTIMONY WHEREOF, I, Woodrow Wilson, President of the United States of America, have caused these letters to be made Patent, and the seal of the General Land Office to be hereunto affixed. GIVEN under my hand, at the City of Washington, the Eighteenth day of September in the year of our Lord one thousand nine hundred and sixteen and of the independence of the United States the one hundred and Forty-first.

By the President: Woodrow Wilson

By M.P. LeRoy, Secretary,

L.Q.C. Lamar

Recorder of the General Land Office.

(Seal of the General  
Land Office)

RECORDED: Patent Number 546072

RECORDED at the request of L.L. Brainard, June 17th, 1918 at 9 o'clock A.M.

*J. L. Blake*  
County Recorder,  
By *Thos. C. Fowler* Deputy.

INSTRUMENT NUMBER 48909

THIS INDENTURE, Made the 7th day of June, in the year of our Lord One Thousand Nine Hundred and eighteen between J.B.Hogan and Nellie T.Hogan, (b) (6) of Coeur d'Alene, Kootenai County, State of Idaho, parties of the first part, and Mary R.Ferrell, of Ferrell, Benewah County, State of Idaho, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom have granted, bargained, sold, remise, released, alienated and confirmed and by these presents do grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and to her heirs and assigns forever, all the following described lots, pieces or parcels of land situated in the County of Shoshone and State of Idaho and known and described as follows, to-wit:

The South Half of the Southeast Quarter of Section Nine (9) and North Half of North-east Quarter of Section Sixteen (16) Township forty-five (45) N. Range Five (5) E.B.M, Shoshone County, Idaho, reserving all minerals and rights incident thereto, and also subject to all rights and interests of every nature, acquired by the Chicago, Milwaukee & St. Paul Ry Co., or other Companies, in said land, for right-of-way, shops and other railroad purposes, through condemnation proceedings or otherwise, and also subject to reservations in United States patent conveying title to said land.

Together with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, or demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances to have and to hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part her heirs and assigns forever.

2nd Document on 52/608

And that the said parties of the first part, for themselves, their heirs, executors, and administrators do covenant, grant, bargain and agree to and with the said party of the second part her heirs and assigns, that at the time of sealing and delivery of these presents they are well seized of the premises above conveyed as of good, sure perfect, absolute and indefeasible estate of inheritance in law and fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind or nature soever; and the above bargained premises in the quiet and peaceable possession of said party of second part her heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will warrant and defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in Presence of:  
E.H.Berg

J.B.Hogan (Seal)  
Nellie T.Hogan (Seal)

(U.S.T.R.Stamp 50 cents)  
(attached & cancelled )

STATE OF IDAHO, COUNTY OF KOOTENAI ) ss:

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that J.B.Hogan and Nellie T.Hogan, (b) (6) personally known to me as the real persons whose names are subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that they executed and delivered the said Deed as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this .. day of June, in the year of our Lord one thousand nine hundred and Eighteen.

(Notarial)  
(Seal)

Edward H.Berg  
Notary Public, State of  
Idaho, residing at  
Coeur d'Alene.

RECORDED at the request of L.L.Brainard, June 17th, 1918 at 9 o'clock A.M.

*J. H. Blake*  
County Recorder,  
By *Florence Fowler* Deputy.

11-0-111

INSTRUMENT NUMBER 40446

THIS INDENTURE, Made the 25th day of April in the year of our Lord One Thousand Nine Hundred and sixteen between Lee Setser, <sup>(b) (6)</sup> of Avery Shoshone County, State of Idaho, party of the first part, and J.B. Hogan of Coeur d'Alene, Kootenai County, County State of Idaho, party of the Second part,

WITNESSETH, That the Said party of the first part, for and in consideration of the sum of One Dollar and other valuable considerations in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged and the said party of the second part forever released and discharged therefrom has granted, bargained, sold,

Setser  
Hogan

49/412

remised, released, alienated and confirmed and by these presents does grant, bargain, sell, remise, release, alienate and confirm unto the said party of the second part, and to his heirs and assigns forever all the following described lots, pieces or parcels of land situated in the County of Shoshone and State of Idaho, and known and described as follows to-wit:

South half ( $S\frac{1}{2}$ ) of Southeast quarter ( $SE\frac{1}{4}$ ), (or Lots One and Two ) of Section Nine (9) and North half ( $N\frac{1}{2}$ ) of Northeast quarter ( $NE\frac{1}{4}$ ) of Section Sixteen (16) Township Forty-five (45) N.R. Five (5) E.B.M. Shoshone County, Idaho.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders rents, issues and profits thereof and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances, to have and to hold the said premises above bargained and described, with the appurtenances unto the said party of the second part his heirs and assigns forever.

And that the said party of the first part, for his heirs, executors and administrators does covenant, grant, bargain and agree to and with the said party of the second part his heirs and assigns, that at the time of ensealing and delivery of these presents he is well seized of the premises above conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance in law and fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid and that the same are free and clear of all former or other grants, bargains, sales, aliens, taxes, assessments and incumbrances of what kind or nature soever; and the above bargained premises in the quiet and peaceable possession of said party of second part his heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and defend.

IN WITNESS WHEREOF, The said party of the first part has hereunto set his hand and seal the day and year first above written.

Signed, Sealed and Delivered  
in Presence of:  
Josephine Yack

Lee Setser

(SEAL)

(U .S.I.R. Stamp 50 cents)  
(attached & cancelled )

STATE OF IDAHO, COUNTY OF KOOTENAI) ss:

I, Edward H. Berg, Notary Public in and for said County, in the state aforesaid, do hereby certify that Lee Setser, (b) (6) personally known to me as the real person whose name is subscribed to the foregoing Deed, appeared before me in person, and acknowledged that he executed and delivered the said Deed as his free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and notarial seal this 25th day of April in the year of our Lord, one thousand nine hundred and Sixteen.

(Notarial)  
(Seal)

Edward H. Berg  
Notary Public

RECORDED at the request of J B Hogan, April 27th, 1916 at 2:20 o'clock P.M.

*L. R. Adams*  
County Recorder,  
By *Thomas Fowler* Deputy.

INSTRUMENT NUMBER 48909

THIS INDENTURE, Made the 7th day of June, in the year of our Lord One Thousand Nine Hundred and eighteen between J.B.Hogan and Nellie T.Hogan, (b) (6) of Coeur d'Alene, Kootenai County, State of Idaho, parties of the first part, and Mary R.Ferrell, of Ferrell, Benewah County, State of Idaho, party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of One Dollar and other valuable considerations Dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom have granted, bargained, sold, remised, released, alienated and confirmed and by these presents do grant, bargain, sell, remise, release, alien and confirm unto the said party of the second part, and to her heirs and assigns forever, all the following described lots, pieces or parcels of land situated in the County of Shoshone and State of Idaho and known and described as follows, to-wit:

The South Half of the Southeast Quarter of Section Nine (9) and North Half of North-east Quarter of Section Sixteen (16) Township forty-five (45) N. Range Five (5) E.B.M, Shoshone County, Idaho, reserving all minerals and rights incident thereto, and also subject to all rights and interests of every nature, acquired by the Chicago, Milwaukee & St. Paul Ry Co., or other Companies, in said land, for right-of-way, shops and other railroad purposes, through condemnation proceedings or otherwise, and also subject to reservations in United States patent conveying title to said land.

Together with all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, or demand whatsoever of the said parties of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances to have and to hold the said premises above bargained and described, with the appurtenances, unto the said party of the second part her heirs and assigns forever.

Hogan  
to  
Ferrell

52/609

And that the said parties of the first part, for themselves, their heirs, executors, and administrators do covenant, grant, bargain and agree to and with the said party of the second part her heirs and assigns, that at the time of sealing and delivery of these presents they are well seized of the premises above conveyed as of good, sure perfect, absolute and indefeasible estate of inheritance in law and fee simple, and have good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid, and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and incumbrances of what kind or nature soever; and the above bargained premises in the quiet and peaceable possession of said party of second part her heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said parties of the first part shall and will warrant and defend.

IN WITNESS WHEREOF, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed, Sealed and Delivered  
in Presence of:  
E.H.Berg

J.B.Hogan (Seal)  
Nellie T.Hogan (Seal)

(U.S.I.R.Stamp 50 cents)  
(attached & cancelled )

STATE OF IDAHO, COUNTY OF KOOTENAI ) ss:

I, the undersigned Notary Public in and for said County, in the State aforesaid, do hereby certify that J.B.Hogan and Nellie T.Hogan, (b) (6) personally known to me as the real persons whose names are subscribed to the foregoing Deed, appeared before me this day in person, and acknowledged that they executed and delivered the said Deed as their free and voluntary act, for the uses and purposes therein set forth.

Given under my hand and Notarial seal this .. day of June, in the year of our Lord one thousand nine hundred and Eighteen.

(Notarial)  
(Seal)

Edward H.Berg  
Notary Public, State of  
Idaho, residing at  
Coeur d'Alene.

RECORDED at the request of L.L.Brainard, June 17th, 1918 at 9 o'clock A.M.

*J. H. Blake*  
County Recorder,  
By *Florence Fowler* Deputy.



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On this 11th day of June in the year 1929, before me, L.M.Larson, a Notary Public for the State of Idaho, personally appeared H.L.Tucker, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Notarial Seal)

L.M.Larson  
Notary Public for the State of Idaho,  
residing at Coeur d'Alene, Idaho..

Recorded at request of L.M.Larson, June 12th, 1929, at 2 o'clock P.M.  
HARRY A. ROGERS, County Recorder

By *SA White* Deputy

\*\*\*\*\*  
INSTRUMENT NUMBER 82899                      RIGHT OF WAY EASEMENT.

Mary D. Theriault, a widow, of Avery, Idaho, for and in consideration of the sum of One and no/100 (\$1.00) Dollars, in hand paid, conveys and warrants to Idaho Transmission Company, a corporation, the right to erect and maintain an electric transmission distribution system, as now surveyed and located, over, along and across the following described real property, to-wit:

From Station #1 to Station #22, inclusive, on the north side of the St. Joe river, and from Station #26-J to Station #47, inclusive, on the south side of the St. Joe river, being a total of 58 poles, all situate in or in the vicinity of the town of Avery, Idaho, and for purposes of identification more definitely shown by the blue lines on the print attached hereto and made a part hereof.

WITNESS my hand this 31st day of May, 1929.

STATE OF IDAHO )  
                  ) ss  
COUNTY OF SHOSHONE )

Mary D. Theriault

On this 31st day of May, 1929, before me, Maude Tobias, a Notary Public in and for the State aforesaid, personally appeared Mary D. Theriault, known to me to be the person

602/296

whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal on the day and year in this certificate first above written.

(Notarial Seal)  
My commission expires  
June 19, 1931..

Maude Tobias  
Notary Public for the State of  
Idaho, residing at Avery, Idaho.

Recorded at request of Idaho Transmission Co., Jun 13 1929, at 2:30 o'clock P.M.  
HARRY A. ROGERS, County Recorder

By *SA White* Deputy

NOTE: The Plat hereinabove referred to is on file in the office of the Recorder of Shoshone County, Idaho, and is not recorded herewith or in any of the records of said County.

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INSTRUMENT NUMBER 85256

THIS INDENTURE, Made this 30th day of December in the year of our Lord one thousand nine hundred and twenty-nine between MARY R. FERRELL, (b) (6) of Blaine County, State of Idaho, party of the first part, and UNITED STATES OF AMERICA, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of one dollar (\$1.00) and other valuable considerations, dollars, in hand paid by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, has granted, bargained, sold, remised, released, alienated and confirmed, and by these presents do grant, bargain, sell, remise, release, alienate and confirm unto the said party of the second part and to its heirs and assigns forever, all the following described lot, piece or parcel of land, situated in the County of Shoshone and State of Idaho, and known and described as follows, to-wit:

South half of Southeast quarter (SE $\frac{1}{4}$  SE $\frac{1}{4}$ ) of Section nine (9), and Lots numbered one (1) and two (2) of Section sixteen (16), in Township forty-five (45) north of Range five (5) east of Boise Meridian, Shoshone County, Idaho, containing 132.75 acres.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises, with the hereditaments and appurtenances.

TO HAVE AND TO HOLD the said promises above bargained and described, with the appurtenances unto the said party of the second part, its heirs and assigns forever. And that the said party of the first part, for herself, her heirs, executors and administrators do covenant, grant, bargain and agree to and with the said party of the second part, its heirs and assigns that at the time of sealing and delivery of these presents she is well seized of

Ferrell  
to  
U.S.

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## SHOSHONE COUNTY, IDAHO

the premises above conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance in law and fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and incumbrances of every kind or nature whatever; no exceptions; and the above bargained premises in the quiet and peaceable possession of said party of the second part, its heirs and assigns, against all and every person or persons lawfully claiming the whole or any part thereof, the said party of the first part shall and will warrant and defend.

IN WITNESS WHEREOF, the said party of the first part has hereunto set her hand and seal the day and year first above written.

Signed, sealed and delivered in the presence  
of: A. L. Gridley -- R. H. Hall

Mary R. Ferrell (Seal)

STATE OF IDAHO )  
 ) ss  
COUNTY OF MOOTWAI )

On this 30th day of December in the year 1930, before me, A. L. Gridley, notary public personally appeared Mary R. Ferrell (b) (6) known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Notarial Seal)  
My commission  
expires April 1st, 1932.

A. L. Gridley  
Notary Public for the State of Idaho,  
residing at Coeur d'Alene, Idaho..

Recorded at request of Mary R. Ferrell, January 10th, 1931, at 2 o'clock P.M.  
HARRY A. ROGERS, County Recorder

By *S. White* Deputy

INSTRUMENT NUMBER 37985

Ferrell to us

THIS INDENTURE, Made this -- day of --- in the year of our Lord one thousand nine hundred and thirty between MARY R. FERRELL, resident of Coeur d'Alene, County of Kootenai, State of Idaho, party of the first part, and THE UNITED STATES OF AMERICA, party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of National Forest timber valued at one hundred (\$100.00) Dollars, given in exchange by the said party of the second part, the receipt whereof is hereby acknowledged, and the said party of the second part forever released and discharged therefrom, has granted, bargained sold, remised, released, alienated and confirmed and by these presents does grant, bargain sell, remise, release, alienate and confirm unto the said party of the second part and to its heirs and assigns forever, all the following described lots, pieces or parcels of land situated in the County of Shoshone and State of Idaho, and known and described as follows; to-wit:

SE $\frac{1}{4}$  SE $\frac{1}{4}$ , SW $\frac{1}{4}$  SE $\frac{1}{4}$ , of Section 9; Lots 1 and 2 of Section 16, T.45 N.R.5 E.B.M., except C.M.St.P. & P. Railway right of way containing 20.88 acres;

THIS DEED is made to correct and supersede the grantor's former deed dated December 30, 1928, recorded January 10, 1929, in Book 68 page 34 in the Recorder's office in Shoshone County, Idaho.

TOGETHER with all and singular the hereditaments and appurtenances thereunto belonging or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof; and all the estate, right, title, interest, claim or demand whatsoever of the said party of the first part, either in law or equity, of, in and to the above bargained premises with the hereditaments and appurtenances. To have and to hold the said premises above bargained and described, with the appurtenances unto the said party of the second part, its heirs and assigns forever.

And that the said party of the first part, for her heirs, executors and administrators, does covenant, grant, bargain and agree to and with the said party of the second part its heirs and assigns, that at the time of ensembling and delivery of these presents she was well seized of the premises above conveyed as of good, sure, perfect, absolute and indefeasible estate of inheritance in law and fee simple, and has good right, full power and lawful authority to grant, bargain, sell and convey the same in manner and form aforesaid; and that the same are free and clear of all former or other grants, bargains, sales, liens, taxes, assessments and incumbrances of every kind or nature whatever, except mineral rights title to which rests in a previous owner of the land; and the above bargained premises in the quiet and peaceable possession of said party of the second part, its heirs and assigns, against all and every person or persons lawfully claiming or to claim the whole or any part thereof, the said party of the first part shall and will warrant and defend.

IN WITNESS WHEREOF, the said party of the first part -- hereunto set hand and seal the day and year first above written.

STATE OF IDAHO )  
COUNTY OF KOOTENAI ) ss.

Mary R. Ferrell (Seal)

On this 24th day of November in the year 1930, before me, A.L.Gridley, notary public personally appeared Mary R.Ferrell, a widow, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Notarial Seal)  
My commission expires  
April 1st, 1962.

A.L.Gridley  
Notary Public for the State of Idaho,  
residing at Coeur d'Alene, Idaho

Recorded at request of Mary A. Ferrell, Nov 28 1930, at 12:45 o'clock P.M.  
HARRY A. ROGERS, County Recorder

By F. A. White Deputy

INSTRUMENTNUMBER 97986

THIS INDENTURE, Made the 21st day of November in the year of our Lord one thousand nine hundred and thirty (1930) between SARAH E. BENTLEY, formerly Sarah E. Copley, a widow, the party of the first part, and WILSON G. COPLEY, the party of the second part.

WITNESSETH, That the said party of the first part, for and in consideration of the sum of one and 00/100 dollars, lawful money of the United States of America, to her in

THIS INDENTURE, Made and entered into this 16th day of MAY, 1928, by and between IDAHO TRANSMISSION COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of Montana, and authorized to engage and engaging in business in the State of Idaho, as GRANTOR, and THE MONTANA POWER COMPANY, a corporation, organized and existing under and by virtue of the laws of the State of New Jersey, and authorized to engage and engaging in business in the State of Idaho, with principal place of business and post office address in the State of Idaho at Wallace, Idaho, and with principal place of business and post office address in Montana at 40 East Broadway, Butte, Montana, as GRANTEE,

## WITNESSETH:

That the said Grantor for and in consideration of the sum of One & No/100 Dollars (\$1.00), lawful money of the United States of America, and other good and valuable considerations to it in hand paid by the said Grantee, the receipt of all of which is hereby acknowledged, has granted, bargained, sold, transferred, assigned, conveyed, set over and confirmed, and by these presents does grant, bargain, sell, transfer, assign, convey, set over and confirm unto the said Grantee, and to its successors and assigns, forever, all of its right, title and interest in and to the following properties, to-wit:

## FREE LANDS

The following property located in Fremont County, Idaho:

S $\frac{1}{4}$ SW $\frac{1}{4}$  of Section 13, Township 10 North, Range 43 East of Boise Meridian, containing 80.00 acres, more or less.

E $\frac{1}{2}$ NW $\frac{1}{4}$  of Section 24, Township 10 North, Range 43 East of Boise Meridian, containing 80.00 acres, more or less.

The following property located in Shoshone County, Idaho:

That certain portion of the Sonora Millsite, Mineral Survey No. 1556-B, situate, lying and being in Lelande Mining District, more particularly described as follows, to-wit:

Beginning at a point on the easterly line of said Sonora Millsite, from which the Northeast corner of said Millsite bears N 10° 49' W, a distance of 193 feet; and running thence S 79° 11' W, a distance of 100.0 feet; thence S 10° 49' E, a distance of 100.0 feet; thence N 79° 11' E, a distance of 100.0 feet; thence N 10° 49' W, a distance of 100.0 feet to the place of beginning, containing 0.25 acres, more or less.

## EASEMENTS

The following described properties located in Shoshone County, Idaho:

## THOMPSON FALLS-BURKE LINE

Right of Way Easement, dated September 5, 1914, from Idaho-Montana Mining Company, Limited, a corporation, across the New Year Lode Mining Claim and the U. S. Grant Lode Mining Claim in Lelande Mining District. Recorded in Book 47 of Deeds, at page 483, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated September 17, 1914, from Eastern Star Mining & Milling Company, a corporation, across Ben Hur No. 4, Red Gibson No. 4 and Carty No. 4, Lode Mining Claims in Lelande Mining District. Recorded in Book 47 of Deeds, at page 479 records of the County Recorder of Shoshone County, Idaho.

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Right of Way Easement, dated September 10, 1914, from George A. Gaumont, across the Georgia City Lode Mining Claim, in Lelande Mining District. Recorded in Book 47 of Deeds at page 482, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated September 17, 1914, from Calumet Mining Company, a corporation, across the Monida, Green Mountain, Mayflower, Parrott, War Eagle and Dugan Lode Mining Claims in Lelande Mining District. Recorded in Book 47 of Deeds, at page 477, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated October 14, 1914, from East Hercules Extension Mining Company, a corporation, across the Spokane No. 3, Spokane No. 4, Eugene, and East Hercules Extension Mining Company Millsite in Lelande Mining District. Recorded in Book 47 of Deeds, at page 477, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated October 10, 1914, from Little Butte Mining Company, across the Sawmill, Annie Lee, Rossi, Guess, and Noon Lode Mining Claims in Lelande Mining District. Recorded in Book 47 of Deeds, at page 483, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated October 10, 1914, from Mack Cyr and Charles Criswell, across the East Temple and East Temple Fraction Lode Mining Claims in Lelande Mining District. Recorded in Book 47 of Deeds, at page 476, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated September 24, 1914, from Temple Mining Company, a corporation, across the Rose Lode Mining Claim, Mineral Survey No. 2333 in Lelande Mining District. Recorded in Book 47 of Deeds at page 493, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated September 17, 1914, from Burke Mining Company, a corporation, across Buckeye No. 1, Buckeye No. 2, Buckeye No. 4, Buckeye No. 5, Buckeye No. 6 Lode Mining Claims, Mineral Survey No. 2140 in Lelande Mining District. Recorded in Book 47 of Deeds at page 474, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated October 15, 1914, from Arvid Lofgren and Carl Amsonson, across the Acme Millsite in Lelande Mining District. Recorded in Book 47 of Deeds, at page 484, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated October 13, 1914, from Thomas Ryan and Charles Eckel, across Idaho Millsite and Gopher Millsite in Lelande Mining District, recorded in Book 47 of Deeds, at page 490, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated October 13, 1914, from William Wylie, across Shamrock Millsite in Lelande Mining District, recorded in Book 47 of Deeds, at page 494, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated November 7, 1914, from Martin Marra and L.J. Oatman, across the Somerset Lode Mining Claim in Lelande Mining District. Recorded in Book 47 of Deeds, at page 488, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated September 12, 1914, from Sonora Mining & Milling Company, across the Sonora Millsite, Mineral Survey No. 1536-B in Lelande Mining District. Recorded in Book 47 of Deeds, at page 491, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated September 12, 1914, from Echo Mining Company, Ltd., a corporation, across the Maggie McDonald Lode Mining Claim in Lelande Mining District. Recorded in Book 47 of Deeds, at page 479, records of the County Recorder of Shoshone County, Idaho.

#### BURKE-WALLACE LINE.

Right of Way Easement, dated October 31, 1914, from William F. Hearn and James Bolan, across the Reliance, Constitution, Constitution Fraction and Elk Lode Mining Claims in Lelande Mining District. Recorded in Book 47 of Deeds at page 482, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated September 18, 1914, from Frank Maher, across the Maryland and Chipmunk Fraction Lode Claims in Lelande Mining District. Recorded in Book 47 of Deeds at page 488, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated November 2, 1914, from Charles Andrews, across the Lucky Star and Eagle Lode Mining Claims in Lelande Mining District. Recorded in Book 47 of Deeds, at page 474, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated April 22, 1919, from Charles Andrews, across the Lucky Star and Eagle Lode Mining Claims in Lelande Mining District.

Right of Way Easement, dated April 27, 1915, from Anchor Mining Company, a corporation, across the Seattle Lode Mining Claim, Survey No. 1279 and Wellington Lode Mining Claim, Survey No. 1230, and Viemonth Hitch Lode Mining Claim, Lot No. 45 in Lelande Mining District, recorded in Book 48 of Deeds, at page 144, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated April 15, 1915, from Michael J. Maher and Mary Maher, his wife, across the Occidental Lode Mining Claim, Mineral Survey No. 1548 in Lelande Mining District, recorded in Book 48 of Deeds, at page 538 records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated April 30, 1915, from John H. Van Dorn, et ux, across the Robert E. Lee Lode Mining Claim, Survey No. 1549; Selkirk Lode Mining Claim, Survey No. 1287, Review Lode Mining Claim, Survey No. 1550, and Occidental Lode Mining Claim, Survey No. 1548 in Lelande Mining District. Recorded in Book 48 of Deeds, at page 154, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated March 25, 1915, from Headlight Mining Company, a corporation, across the Jessie Lode Mining Claim, Survey No. 1547 in Lelande Mining District. Recorded in Book 48 of Deeds at page 535, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated April 2, 1915, from Silver Moon Mining Company, Ltd., a corporation, across the Grizzly and Silver Moon Lode Mining Claims in Lelande Mining District. Recorded in Book 48 of Deeds, at page 151, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated May 17, 1915, from Van Harrington, et ux, across the Hartford, Crimin Fraction and Henry Rattan Lode Mining Claims in Lelande Mining District. Recorded in Book 48 of Deeds at page 534, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated June 1, 1915, from Samson Katz, et ux, across the Hartford, Crimin Fraction and Henry Rattan Lode Mining Claims in Lelande Mining District. Recorded in Book 48 of Deeds at page 538, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated April 23, 1915, from John Roy, et ux, across the Hartford, Crimin Fraction and Henry Rattan Lode Mining Claims in Lelande Mining District. Recorded in Book 48 of Deeds at page 536, records of the County Recorder of Shoshone County, Idaho.



Right of Way Easement, dated March 24, 1915, from Roberta Mining & Milling Company, a corporation, across the Rocky Bar, Roberta Fraction, Trapper and Minnie Fraction Lode Mining Claims, Survey No. 2728 in Helander Mining District. Recorded in Book 48 of Deeds at page 150, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated April 5, 1915, from Alex Murphy, et ux, across the New York Lode Mining Claim, in Helander Mining District. Recorded in Book 48 of Deeds, at page 148, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated April 10, 1915, from John C. Wood, et ux, across Mary Elinor Lode Mining Claim in Helander Mining District. Recorded in Book 48 of Deeds, at page 156, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated March 10, 1915, from James A. Wayne, et ux, and Peter J. Linscher, et ux, across the Nyctalops Lode Mining Claim, Survey No. 2069 in Placer Center Mining District. Recorded in Book 48 of Deeds, at page 155, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated June 12, 1915, from Henry Hicks, et ux, across the Don Tom and Annie Fraction Lode Mining Claims in Helander Mining District. Recorded in Book 48 of Deeds, at page 147, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated March 22, 1915, from James F. McVarny, Trustee, across the London, Globe and Pittsburg Lode Mining Claims, Survey No. 1861; Minnie Nealey Lode Mining Claim, Survey No. 2384; Fraction, same Fraction Amended, Boundary and Milton Lode Mining Claims, Survey No. 2361; King Solomon and Redlin Lode Mining Claims (unpatented); SW $\frac{1}{4}$  NW $\frac{1}{4}$  Section 25; SE $\frac{1}{4}$  NE $\frac{1}{4}$  Section 26, Township 48 North, Range 4 East Boise Meridian, all in Placer Center Mining District, Shoshone County, Idaho. Recorded in Book 48 of Deeds at page 148, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated April 24, 1915, from Emil Tomsche, et ux, across the NE $\frac{1}{4}$  SW $\frac{1}{4}$ , NW $\frac{1}{4}$  SE $\frac{1}{4}$ , SW $\frac{1}{4}$  NE $\frac{1}{4}$  Section 26, Township 48 North, Range 4 East Boise Meridian. Recorded in Book 48 of Deeds, at page 153, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated July 9, 1915, from William A. Hallett and Louis F. Howard, across the Tom Lode Mining Claim, Survey No. 2476 in Placer Center Mining District. Recorded in Book 48 of Deeds, at page 532, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated September 17, 1914, from Joseph Murphy and Mack Johnstone, across the Power House Fraction Lode Mining Claim in Helander Mining District. Recorded in Book 47 of Deeds, at page 485, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated December 7, 1914, from Marsh Mining Company, a corporation, across Cusick Lode Mining Claim (unpatented); Green Mountain Lode Mining Claim, Survey 687 Amended; Fuller Lode Mining Claim, Survey No. 687 Amended, in Helander Mining District. Recorded in Book 47 of Deeds, at page 487, records of the County Recorder of Shoshone County, Idaho.

#### BURKE-MORNING MINE LINE

Right of Way Easement, dated October 31, 1914, from Chicago Mining Company, Limited, a corporation, across the Elk, Frisco and Chicago Lode Mining Claims in Helander Mining District. Recorded in Book 47 of Deeds, at page 475, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated November 7, 1914, from William F. Flynn, across the Timber King and Timber Queen Lode Mining Claims, Mineral Survey No. 2261, in Helander Mining District. Recorded in Book 47 of Deeds at page 481, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated November 7, 1914, from William F. Flynn, across the Rodoc Lode Mining Claim, Mineral Survey No. 1299 in Helander Mining District. Recorded in Book 47 of Deeds, at page 480, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated November 14, 1914, from E. J. Maher, E. R. Day and Harry L. Day, across the Shamrock, Independence, Sunshone, Mystery, Cougar, Daisy, Cougar Fraction, Elite, Dandy Fraction, Magic, Bullion and Skookum Lode Mining Claims, in Helander Mining District. Recorded in Book 47 of Deeds, at page 486, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated November 20, 1914, from Star Silver Lead Mining Company, a corporation, across the Star No. 5, Star No. 6, Star No. 7, Star No. 8, Star No. 9, Star No. 10, Star No. 13, Star No. 14, Lode Mining Claims, Mineral Survey No. 2634 in Helander Mining District. Recorded in Book 47 of Deeds at page 492, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated January 18, 1916, from Independence Lead Mines, Ltd., a corporation, across the War Dance, Buckeye, True Blue and Victor Lode Mining Claims, Mineral Survey No. 2196; Mary Noren Lode Mining Claim, Mineral Survey No. 1285 in Hunter Mining District. Recorded in Book 48 of Deeds, at page 144, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated December 5, 1914, from North Rankin Mining Company, a corporation, across the Columbus Lode Mining Claim, Mineral Survey No. 2236 in Helander Mining District. Recorded in Book 47 of Deeds, at page 489, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated March 30, 1915, from John Giachino, et ux, across the Miner No. 1, Miner No. 2, Butcher No. 1 and Butcher No. 2 Lode Mining Claims in Hunter Mining District. Recorded in Book 48 of Deeds, at page 146, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated March 19, 1915, from Samuel J. Tennal, et al, across the Big Four No. 1 and Big Four No. 2 Lode Mining Claims in Hunter Mining District. Recorded in Book 48 of Deeds, at page 152, records of the County Recorder of Shoshone County, Idaho.

#### RAY JEFFERSON EXTENSION LINE

Right of Way Easement, dated May 7, 1915, from James F. Callahan, across the Central Lode Mining Claim, Mineral Survey No. 2697 in Placer Center Mining District. Recorded in Book 48 of Deeds, at page 145, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated May 7, 1915, from James F. Callahan and Hugh Callahan, across the Poor, Josie, Hemlock, Black Jack, Spruce and Minnie Lode Mining Claims, Mineral Survey No. 2756 in Placer Center Mining District. Recorded in Book 48 of Deeds, at page 151, records of the County Recorder of Shoshone County, Idaho.



Right of Way Easement, dated September 26, 1916, from Consolidated Interstate Callahan Mining Company, a corporation, across the Fort Arthur and Minneapolis Mode Mining Claims Mineral Survey No. 2567; Contact, Ray Rock, and Bullion Mode Mining Claims, Mineral Survey No. 2350; the Buster Brown Mode Mining Claim, Mineral Survey No. 2791; Mela and East Mining Mode Claims, unpatented, in Flacer Center Mining District. Recorded in Book 56 of Deeds at page 244, records of the County Recorder of Shoshone County, Idaho.

#### TAMARACK-INTERSTATE EXTENSION LINE.

Right of Way Easement, dated December 11, 1914, from Edward Sullivan, across the Rose Mode Mining Claim, Mineral Survey No. 2868 in Melande Mining District. Recorded in Book 47 of Deeds, at page 492, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated May 8, 1915, from Puritan Mining Company, Limited, a corporation, across the Harmony Mode Mining Claim, Mineral Survey No. 2698; the Puritan and Puritan Fraction Mode Mining Claims, Mineral Survey No. 2095 in Flacer Center Mining District. Recorded in Book 48 of Deeds, at page 149, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated October 27, 1915, from Tamarack and Wuster Consolidated Mining Company, a corporation, across the Marling Mode Mining Claim, Mineral Survey No. 1641 and Pacific Mode Mining Claim, Survey No. 1355 in Flacer Center Mining District. Recorded in Book 49 of Deeds, at page 51, records of the County Recorder of Shoshone County, Idaho.

#### HERCULES MILL EXTENSION LINE

Right of Way Easement, dated June 24, 1915, from Emil Tomsche, et ux, across the SW 1/4 of Section 26, Township 48 North, Range 4 East Boise Meridian. Recorded in Book 48 of Deeds at page 543, records of the County Recorder of Shoshone County, Idaho.

Right of Way Easement, dated June 21, 1915, from Shoshone Mining & Milling Company, a corporation, et al, across the Inca, Anderson Fraction, Export and Radical Mode Mining Claims, Mineral Survey No. 2408; Joseph Mode Mining Claim, unpatented, in Flacer Center Mining District. Recorded in Book 48 of Deeds, at page 541, records of the County Recorder of Shoshone County, Idaho.

All of the above Easements and Rights of Way having been transferred by Federal Mining & Smelting Company for itself and as trustee to Idaho Transmission Company by deed dated November 1st, 1917, recorded in Book 52 of Deeds, at page 515, records of the County Recorder of Shoshone County, Idaho.

#### AVERY DISTRIBUTION

Right of Way Easement, dated May 31, 1929, from Mary D. Theriault, across lands on the north side and south side of the St. Joe River in the vicinity of Avery, Idaho. Recorded in Book 62 of Deeds at page 296, records of the County Recorder of Shoshone County, Idaho.

#### AVERY FRANCHISES

That certain Franchise and Permit granting to Idaho Transmission Company the right to erect, construct, maintain and operate an electric transmission and distribution system along the streets and highways of the Town of Avery, Shoshone County, State of Idaho, for the period of twenty-five (25) years, issued by the Board of County Commissioners, Shoshone County, Idaho, at Wallace, Idaho, May 23rd, 1929.

#### ELECTRIC TRANSMISSION LINE CROSSING PERMITS

That certain Electric Power Transmission Line Crossing Permit, dated January 2, 1926, from Oregon-Washington Railroad & Navigation Company, an Oregon corporation, to maintain and operate an overhead electric power transmission line, over and across the tracks of Grantor at or near Wallace, County of Shoshone, Idaho, at Engineer's Station 3803 plus 64.

That certain Electric Power Transmission Line Crossing Permit, dated January 2, 1926, from Oregon-Washington Railroad & Navigation Company, to maintain and operate an overhead electric power transmission line, over and across the standard High Line track of Grantor at or near Wallace, Shoshone County, Idaho, at Engineer's Station 8 plus 10, Wallace Branch, Third Division.

That certain Electric Power Transmission Line Crossing Permit, dated September 1, 1915, from Northern Pacific Railway Company, to construct, maintain and operate an electric current line with the necessary appurtenances across the right of way of the Railway Company, intersecting the main track of the Railway Company's Sunset Branch at a point 370.0 feet northwardly from the head-block of the Interstate Loading Spur at Sunset Station, Idaho.

That certain Electric Power Transmission Line Crossing Permit, dated January 2, 1926, from Oregon-Washington Railroad & Navigation Company, to maintain and operate an electric overhead transmission line over and across the right of way and tracks of the Grantor at or near Wallace, Shoshone County, Idaho, on the Burke Branch, Third Division at Engineer's Station 3762 plus 02.

That certain Electric Power Transmission Crossing Permit, dated January 28, 1929, from Oregon-Washington Railroad & Navigation Company and Northern Pacific Railway Company, to maintain and operate two overhead electric power transmission lines over and across the right of way and tracks of the Grantors at or near Burke, County of Shoshone, State of Idaho, at Engineer's Station 362 plus 41.5 and at Engineer's Station 362 plus 65.5.

That certain Electric Power Transmission Line Permit, dated August 17, 1915, from the Northern Pacific Railway Company, granting the right to construct, maintain and operate an electric transmission line, running parallel with and distant 190.0 feet, more or less, north of the east and west center line of Section 27, Township 48 North, Range 4 East Boise Meridian, Shoshone County, Idaho, from the east line of said Section to the Hercules Mining Company Mill located at or near Wallace Station.

That certain Electric Power Transmission Line Crossing Permit, dated August 17, 1915, from the Northern Pacific Railway Company, granting the right to construct, maintain and operate an electric transmission line intersecting the main track of the Railway Company's Burke Branch at points in its center line described as follows:

308 feet northeastwardly from Mile Post 1, in Section 26, Township 48 North, Range 4, East B.M., near Wallace Station.  
 1171 feet southwardly from Mile Post 3 at or near the south line of Section 13, Township 48 North, Range 4 East B.M., near Cam Station.  
 654 feet northeastwardly from Mile Post 4 in Section 18, Township 48 North, Range 5, East B.M., near Frisco Station.  
 2700 feet westwardly from Mile Post 6, in Section 8, Township 48 North, Range 5, East B.M., at Mace Station.  
 4535 feet eastwardly from Mile Post 6 in Section 10, Township 48 North, Range 5 East B.M., at Burke Station.  
 Also intersecting the main track of the Railway Company's Sunset Branch at a point in its center line 1402 feet southwestwardly from Mile Post 1 in Section 26, Township 48 North, Range 4, East B.M., near Wallace Station.  
 All of said crossings being in Shoshone County, Idaho.

That certain License & Permit, dated September 10, 1930, from the Chicago, Milwaukee, St. Paul & Pacific Railroad Company, granting the right to install, maintain, repair and use on the station grounds of the Railroad Company at Avery, Shoshone County, Idaho, poles, with the necessary anchors, guys, cross-arms, brackets and fixtures and three (3) transformers, and to string, maintain and operate wires attached to said poles over, above, along and across said station grounds and railroad tracks thereon in Government Lots 1 and 2 of Section 16; Government Lots 1, 2 and 3 of Section 15; and Government Lot 6 of Section 14, all in Township 45 North, Range 5 East B.M., Shoshone County, Idaho.

That certain Wire Line Agreement, dated March 15, 1928, from the Oregon-Washington Railroad & Navigation Company, granting the right to maintain and operate an over-head telephone wire line over and across the right of way and tracks of Grantor's Burke Branch, Third Division, at Engineer's Station 5731 plus 31.3.

#### PERMITS

That certain Grant and Permit issued to Federal Mining & Smelting Company by the Department of Agriculture, Forest Service, on August 30th, 1915, which Grant and Permit is designated in the office of the Forest Service, District No. 1, Missoula, Montana, as Coeur d'Alene Federal Mining & Smelting Transmission Lines, 3-5-15.

#### WATER RIGHTS.

That certain Water Right of 1000 cubic feet per second of the waters of the North Fork or Henry's Fork of the Snake River, in the County of Fremont, State of Idaho, appropriated by the Mesa Power Company under Permit No. 10928, recorded on page 10928, Book 37 of Records of the Idaho State Engineer's Office, and approved December 30, 1914, reference to which is made for a more complete description.

Also that certain Water Right to the waters of Sonora Creek to the extent of one cubic foot per second, for which Permit No. 11423 was issued to the Federal Mining & Smelting Company on July 17, 1915, and certificate of completion of works is dated September 10 1915.

#### TRANSMISSION & DISTRIBUTION LINES

Item 1. Two parallel 100 KV transmission lines, each 3.9 miles long, extending from a point on the Montana-Idaho Interstate Boundary, where they connect to similar transmission lines of the Montana Power Company, to the Idaho Transmission Company's 100 KV substation at Burke, Idaho.

Item 2. One 10,200 KVA substation at Burke, Idaho, equipped with transformers, lightning arresters, oil circuit breakers and measuring instruments, arranged for receiving power from the lines mentioned in Item 1, stepping the voltage down from 100 KV to 16.5 KV and distributing the 16.5 KV power in the Coeur d'Alene Mining District.

Item 3. 27.4 miles of 16.5 KV distributing lines radiating from the Burke substation and extending to 10 16.5 KV substations at various mining properties in the Coeur d'Alene district, which distributing lines are of wood pole construction and carry #3 and #4 copper conductor, and, in most instances, private telephone circuits to facilitate line and substation operation.

Item 4. A 2.3 KV distributing system, as now located in the town of Avery, Idaho, beginning at the 100 KV substation of the Chicago, Milwaukee, St. Paul & Pacific Railroad Company, located at Avery, Idaho.

#### CERTIFICATES AND FRANCHISES

That certain Certificate of Convenience & Necessity issued by Public Utilities Commission of the State of Idaho to Idaho Transmission Company, as Order No. 463, dated October 22nd, 1917.

That certain Certificate of Convenience & Necessity issued by Public Utilities Commission of the State of Idaho to Idaho Transmission Company, as Certificate No. 119, Order No. 1171, Case No. F-708, dated May 22nd, 1928.

Also all transmission and distribution systems, their extensions, additions and betterments, and all transformer stations and substations, their extensions, additions and betterments, and all telephone and lighting systems, wherever situated, owned by the grantor herein; also all water power sites, water rights, dams, reservoirs, power plants, pumping plants, canals, ditches, roads, buildings, structures, equipment, materials, merchandise and supplies, wherever situated, owned by the grantor; also all the corporate and other franchises of the grantor and all inventions, patent rights, contracts, grants, permits, ordinances, easements, permits and licenses from the United States, privileges, immunities, licenses and all leases and leasehold interests whatsoever, now owned, held or enjoyed by the grantor.

Also, all stock and shares of stock of or in other incorporated companies, belonging to the grantor, or in or to which it is in any way entitled, whether issued or not issued, or whether standing in or to be issued in its name, or any person or persons whatsoever in trust for it for its use or benefit, either expressed or implied.

Also, all bills receivable, accounts, moneys on hand, moneys due or to become due by reason of any past sales or transactions.

And not in limitation of the foregoing, but in extension thereof, there is also hereby sold and transferred all other property of every kind and character, real, personal and mixed, owned by said grantor, and whatsoever situated, and all property and property rights of every kind and character acquired or to be acquired by the grantor after the date hereof, and the same shall be as fully embraced within this transfer as if now owned by the said grantor and specifically described herein and the same are conveyed hereby.

TO HAVE AND TO HOLD all of said properties, real, personal and mixed, unto the said Grantee, its successors and assigns, forever.

This conveyance is made subject to all existing reservations, rights of way and easements reserved in any former conveyance of the land herein described, or any part or portion thereof, together with each and all reservations, exceptions, conditions or limitations contained in patents or permits from the Government of the United States, or grants from the Northern Pacific Railway Company, or any subsequent grantor or grantors of said property as shown by deeds, records and transfers of said property now on file and of record in the office of the County Clerk and Recorder of any County in which property of the Grantor herein is situated in the State of Montana or in the State of Idaho.

And Grantor, for itself and its heirs, does hereby covenant and agree with Grantee, its successors and assigns, that Grantor will execute and deliver such further assurances of title and such other and further instruments and documents as may be necessary or required to fully vest in Grantee, its successors and assigns, all right, title and interest of Grantor in and to the property and property rights, hereinabove described; and that Grantor will, and its successors and assigns shall forever warrant and defend the title to and the quiet and peaceable possession of the property and property rights hereinabove described unto Grantee, its successors and assigns, against the acts and deeds of Grantor and persons claiming under Grantor.

IN WITNESS WHEREOF, the Grantor has caused this instrument to be executed and its corporate seal to be hereunto affixed by its officers thereunto duly authorized the day and year in this instrument first above written.

Attest: J.N. Thomas,  
its Secretary

(Corporate Seal)

IDAHO TRANSMISSION COMPANY  
By S.P. Hogan,  
its Vice President

State of Montana, County of Silver Bow) ss

On this 16th day of May, A.D. 1936, before me, Margaret Sullivan, a Notary Public in and for the State of Montana, personally appeared S.P. Hogan, known to me to be the Vice President of Idaho Transmission Company, the corporation that executed the within and foregoing instrument and acknowledged to me that such corporation executed the same.

In Witness Whereof, I have hereunto set my hand and affixed my notarial seal the day and year in this certificate first above written.

(Notarial Seal)

Margaret Sullivan  
Notary Public for the State of Montana,  
residing at Butte, Montana. My Commission expires October 15, 1938.

RECORDED at the request of J.E. Corette, Jr., August 29, 1936, at 3 o'clock, P.M.

*Harry A. Rogers*  
County Recorder.

244395

RI-7150-1

# CERTIFIED LAND CORNER RECORDATION

(REFERENCE FSM 7153.53)

## DESCRIPTION OF CORNER EVIDENCE FOUND, AND ORIGINAL RECORD (IF KNOWN)

EVIDENCE FOUND: A 2"x36" iron pipe, with brass cap, set 20" in the ground.  
No evidence found of orig. BT, they have rotted away.

### ORIGINAL SURVEY: Surveys of 1911 and 1914

1911 Set a basalt stone, 36"x10"x5", 27" in the ground, for cor. of secs. 9, 10, 15 and 16, marked with 4 notches on S. and 3 notches on E. edges; from which

A 12" fir, bears N38°E - 59 lks. dist. marked T45N., R.5E, S10 BT.

A 14" fir, bears S86°E - 64 lks. dist. marked T45N R5E S15 BT.

An 18" fir, bears N22°W - 95 lks. dist. marked T45N R5E S9 BT.

A 18" fir, bears S65°W - 57 lks. dist. marked T45N R5E S16 BT.

1914 Retracement: Found orig. cor. stone 36"x10"x5", set firmly in the ground and witnessed as described by the Surveyor General. I replaced cornerstone with 2"x36" iron post, with brass cap, set 24" in the ground.

## DESCRIPTION OF MONUMENT AND ACCESSORIES ESTABLISHED TO PERPETUATE THE ORIGINAL LOCATION OF THIS CORNER:

9/24/71

Date of work:

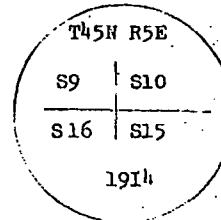
A 2"x36" iron pipe, with brass cap, set 20" in the ground, with a 5½" iron fence post set alongside from which

A 6" P. Pine, bears N87° E 21.6' dist, marked FSRM

A 12" P. Pine, bears N22° E 6.0' dist, marked FSRM

No other trees available, so made both trees in Sec. 10.

Mag. declination 20° E 30'



## SKETCH, WITH COURSE AND DISTANCE TO ADJACENT CORNERS IF DETERMINED IN THIS SURVEY. (MAY SKETCH OR PASTE REPRODUCTION ON REVERSE SIDE.)

Surveyor's Seal

Larry H. Weinmann

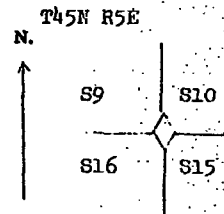
I, \_\_\_\_\_  
certify that the information shown herein is true and correct.

*Larry H. Weinmann*  
Signature of Ground Party Chief

I, Stanley J. Skousen  
certify that I have carefully performed or reviewed the work done on the diagrammed corner as reported on this recordation form and approve the same.

*Stanley J. Skousen*  
Signature of Surveyor

### DIAGRAM OF CORNER:



◇ = Corner recorded on the sheet

Mont. 25328

Registration Number

Office of Clerk and Recorder, County of SHOSHONE

This "corner record" was filed for record on the \_\_\_\_\_ day of JAN 5 1973 19 \_\_\_\_\_ was noted on the cross-index plat and is

assigned page No. \_\_\_\_\_, in book No. \_\_\_\_\_

VICTORIA WHITE COUNTY RECORDER

*BS [Signature]*  
County Official

Cross Index No. 113 T. 45N R. 5E Mer

18703

12/23/74

*The great finding*

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

-----  
IN THE MATTER OF THE ORGANIZATION ) No. 18703  
 )  
OF WATER AND SEWER DISTRICT OF ) FINDINGS AND ORGANIZATIONAL  
 ) DECREE  
AVERY, IDAHO. )  
-----

This matter coming on to be heard on the 23<sup>rd</sup> day of  
December, 1974, upon the Certificates of Election Results filed  
by the Judges of Election heretofore selected, said election  
being for the organization of Water and Sewer District of  
Avery, Idaho (herein sometimes designated as the "District"),  
and held on Tuesday, the 10th day of December, 1974, and upon  
the Findings and Order of this Court heretofore entered on the  
12th day of November, 1974, and the Court having heard the  
statements of counsel, having considered documentary evidence,  
and being fully advised in the premises, DOTH FIND:

1. That a petition for the organization of the proposed  
District was heretofore filed and presented to the Court in  
conformity with the statute in such case made and provided, that  
the allegations of said petition are true; that said petition  
is signed by not less than ten percent of the taxpayers of the  
proposed district; and that a bond sufficient to cover all costs

FINDINGS AND ORGANIZATIONAL DECREE - 1

and expenses connected with these proceedings was duly filed in this Court with security approved by the Court.

2. That the evidence presented to the Court at the hearing on the 12th day of November, 1974, conclusively established that the signers of said petition represent not less than ten per cent of the taxpayers within the boundaries of the District.

3. That notice of hearing on said petition was given for the time and in the manner prescribed by law, and that notice thereof was duly mailed by United States registered mail to the Board of County Commissioners of the County of Shoshone, and that there is no other municipality having territory within the proposed district.

4. That the question of the organization of the District was, by order of this Court duly entered, submitted to the qualified electors of the proposed District at an election held within the boundaries of the proposed District, on Tuesday, the 10th day of December, 1974.

5. That the polls at said election were kept open from 12:00 O'clock noon until 8:00 O'clock P.M. of said day, and that said election was held and conducted, as nearly as could be, in the same manner as general elections in this State; that there was no special registration for said election, but for the purpose of determining qualifications of electors, the Judges required the execution of an affidavit concerning the qualification of each elector; and that the following were duly appointed as Judges of said election, by order duly entered on the 12th day of November, 1974.

DISTRICT ELECTION  
PRECINCTS

Precinct No. 1

ELECTION  
JUDGES

Joyce Long

Rosalie Petrott

Johanna Jahncke

6. That published notice of said election was duly given as required by law in the St. Maries Gazette Record, a newspaper of general circulation in the District and published in St. Maries, Benewah County, Idaho, the first publication of said notice in the aforesaid newspaper occurring more than twenty days prior to the date of said election.

7. That the judges of said election have duly certified to this Court and filed herein the returns of said election; that at said election a total of 32 ballots were cast; that 26 of said votes were cast in favor of the organization of the proposed District; that 6 of said ballots were cast against the organization of the proposed District, and that the majority of said votes were cast in favor of the organization of the proposed District.

8. That at said election Phillip Stanley received the highest number of votes for Director to serve until the first biennial election; that R. D. Parker and Dooley Cramp received the highest number of votes for Directors to serve until the second biennial election; and that Wanda Bennett and Ruth E. Lindow received the highest number of votes for Directors to serve until the third biennial election.

IT IS THEREFORE ORDERED, ADJUDGED AND DECREED:

1. That said Water and Sewer District of Avery, Idaho, be, and the same hereby is ordered and declared duly organized under the laws of the State of Idaho, as a governmental subdivision of said State and body corporate.

2. That the corporate name of said District is, and it shall hereafter be known as "Water and Sewer District of Avery, Idaho".

3. That the District shall have and exercise through its

proper officers all of the power and authority conferred upon sewer districts under and by virtue of the provisions of Chapter 32, Title 42, Idaho Code, 1947, as amended, and all laws thereunto enabling, and of Chapter 17, Title 50, Idaho Code, as amended, and all laws thereunto enabling, and such power and authority as may hereafter be conferred by law.

4. That the following are, pursuant to said vote at said election and by order of this Court, duly designated as the first Board of Directors of Water and Sewer District of Avery, Idaho, for the terms set opposite each of their respective names, to-wit.

Phillip Stanley	To serve until the first biennial election
R. D. Parker	To serve until the second biennial election
Dooley Cramp	To serve until the second biennial election
Wanda Bennett	To serve until the third biennial election
Ruth E. Lindow	To serve until the third biennial election

5. That the District be, and the same hereby is declared created and established as a governmental subdivision of the State of Idaho, and as a body corporate, with all the powers of a public or quasi-municipal corporation; that the said Board of Directors herein named shall have, and they are hereby vested with, all the powers, duties and obligations of directors of the Water and Sewer District of Avery, Idaho, as conferred and provided by said Chapter 32, Title 42, said Chapter 17, Title 50, all laws amendatory thereof and supplemental thereto, and as may by law hereafter be provided.

6. That the boundaries of the Water and Sewer District of Avery, Idaho, and the territory to be included therein are



located in the County of Shoshone, as follows, to-wit:

All of Government Lot 5, Section 14, Township 45 North Range 5 East, all of Government Lots 1, 2, 3, 4, 5 and 6, Section 15, Township 45 North, Range 5 East; all of Government Lots 1, 2, 3, Section 16, Township 45, Range 5 East Boise Meridian.

7. That the Certificates of Election Results of said Judges of Election heretofore filed herein be, and the same are hereby, in all respects, approved and confirmed.

8. That the form of director's bond and the form of treasurer's bond hereto attached as Exhibit "A" be, and the same are hereby fixed and approved as the form of bond to be executed by the directors of the District and treasurer of the District in qualifying for their respective offices.

9. That the form of oath of office hereto attached as Exhibit "B" be, and the same is hereby fixed and approved as the form of oath to be executed by the directors of the District in qualifying for their offices.

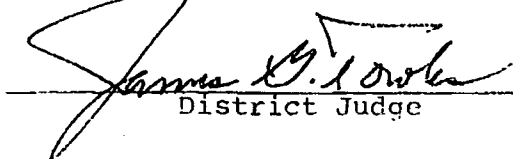
10. That within ten days herefrom, the Secretary of the District shall file with the County Recorder in the County of Shoshone, State of Idaho, and with the County Assessor in the County of Shoshone, State of Idaho, a legal description and map which shall plainly and clearly designate the boundaries of the District to insure compliance with Section 62-2215, Idaho Code, 1947, as amended.

11. That in order to insure compliance with Section 63-2215, Idaho Code, 1947, as amended, the Secretary of the District, within ten days herefrom, shall also file with the State Tax Commission a legal description and map which shall plainly and clearly designate the boundaries of the District.

12. That the members of the Board of Directors of the District shall qualify for office and organize said board in the manner prescribed by the laws of the State of Idaho.

DONE IN OPEN COURT the day and year first above written.

BY THE COURT:

  
District Judge

STATE OF IDAHO  
COUNTY OF SHOSHONE } 36  
FILED:

OCT 16 10 05 AM '74

VICTOR WHITE  
CLERK DISTRICT COURT  
BY *Therese L. Hendley*  
DEPUTY

18703  
10/16/74

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE  
OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ORGANIZATION OF ) No. **18703**  
WATER AND SEWER DISTRICT OF AVERY, IDAHO ) PETITION FOR ORGANIZATION  
OF A WATER AND SEWER  
DISTRICT

TO THE HONORABLE, THE DISTRICT COURT OF THE FIRST JUDICIAL  
DISTRICT OF THE STATE OF IDAHO IN AND FOR THE COUNTY OF SHOSHONE,  
YOUR PETITIONERS RESPECTFULLY PRESENT AND ALLEGE:

That the undersigned taxpayers of the proposed district who  
pay a general tax on real property (the boundaries of which are  
hereinafter set forth) respectfully petition for the organization  
of a water and sewer district within the County of Shoshone,  
State of Idaho, pursuant to Chapter 32, of Title 42, Idaho  
Code, as amended, and more particularly petition and represent  
as follows:

1. That the name of the proposed district shall be the  
Water and Sewer District of Avery, Idaho.
2. That a general description of the improvements to be  
constructed or installed within and for the district is as  
follows:
  - (a) A public water system to provide, where necessary  
and feasible, for collection, treatment and  
distribution of domestic and industrial water  
supplies.
  - (b) A public sanitary sewage system to provide, where  
necessary and feasible, for sewage disposal,  
including without limitation sewage treatment  
facilities, trunk interceptors and sewage collection  
facilities.
  - (c) Or to provide either of said systems.

3. Present plans call for the construction of a sewer system the proposed cost of which is \$144,000. There are no present plans for the construction of a water system.

4. That a general description of the boundaries of the proposed district and the territory to be included therein located within the County of Shoshone and State of Idaho, include all of the following described tracts:

All of Government Lot 5, Section 14, Township 45 North Range 5 East, all of Government Lots 1, 2, 3, 4, 5, and 6, Section 15, Township 45 North, Range 5 East; all of Government Lots 1, 2, 3, Section 16, Township 45, Range 5 East Boise Meridian.

5. The petitioners are fully aware of the provisions of Section 42-3207, Idaho Code (1973 Cumulative Pocket Supplement), which authorize the court to conduct a hearing on any petition duly filed praying for the exclusion of property, regardless of size, from the district, and that the provisions of said Section 42-3207 authorize the court to determine whether such property should be excluded or included in the proposed district. The petitioners are also fully aware that the size of the proposed district may be further reduced by reason of the provision of Section 42-3204, Idaho Code, that no single tract or parcel containing five acres or more may be included in any such district without the consent of the owner or owners thereof.

WHEREFORE, the petitioners pray that the Water and Sewer District of Avery, Idaho be organized in accordance with the statutes and laws of the State of Idaho; for the entry of an order herein fixing a place and time, not less than twenty days nor more than forty days after the filing of this petition, for hearing thereon; and that notice of said hearing shall be given in accordance with the statutes of the State of Idaho, and in particularly, Chapter 32, Title 42, Idaho Code, and all acts amendatory thereof and supplemental thereto.

Name of Taxpayer	Address of Taxpayer
(b) (6)	

OCT 16 10 05 AM '74

VICTORIA WHITE  
CLERK DISTRICT COURT  
BY *Mary E. Threlkeld*  
DEPUTY

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE STATE  
OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ORGANIZATION OF  
WATER AND SEWER DISTRICT OF AVERY,  
IDAHO

No. 18703  
) NOTICE OF HEARING ON PETITION  
) FOR ORGANIZATION OF WATER  
) AND SEWER DISTRICT OF AVERY,  
) IDAHO.

NOTICE IS HEREBY GIVEN pursuant to order of the Judge of  
the above entitled Court that a hearing will be held on the  
PETITION FOR ORGANIZATION OF THE WATER AND SEWER DISTRICT OF  
AVERY, IDAHO, on TUESDAY, the 12<sup>th</sup> day of November,  
1974, at the hour of 1:30 o'clock P.M. (PST) in the District  
Courtroom in the Public Safety Building, Wallace, Idaho, to  
determine whether further proceedings should be undertaken to  
organize said water and sewer district, all as provided by  
Chapter 32 of Title 42 Idaho Code and Acts Amendatory thereof.

NOTICE IS FURTHER GIVEN That at any time after the filing  
of said petition for the organization of said water and sewer district  
and before the day hereinabove set for the hearing thereon, the  
owner or owners of any real property within the proposed district  
may file a petition with this Court pursuant to Idaho Code  
Section 42-3207 stating reasons why his said property should not  
be included therein, why his land or any part thereof will not  
be benefited by the proposed district, or should not be embraced  
in said district and made liable to taxation therefor, and praying  
that said property be excluded therefrom. Such petition shall be

NOTICE OF HEARING ON PETITION FOR ORGANIZATION  
OF WATER AND SEWER DISTRICT OF AVERY, IDAHO - 1



verified and shall describe the property sought to be excluded. The Court shall conduct a hearing on said petition and shall hear all objections to the inclusion in the district of any lands described in said petition. In case any owner of real estate included in said proposed district shall satisfy the Court that his real estate, or any part thereof, has been wrongfully included therein or will not be benefited thereby, then the Court shall exclude such real estate as will not be benefited as provided in Idaho Code Section 42-3207.

If at said hearing the Court shall find that the petition for the organization of said water and sewer district has been signed and presented as provided by law and that the allegations of the petition are true, the Court shall direct that the question of the organization of the proposed district and for the election of five directors of said district shall be submitted to the qualified electors of the district at an election to be held for that purpose, of which due notice shall thereafter be given, all as provided by Idaho Code Section 42-3207.

Notice is further given that at any time after the filing of the petition for the organization of said district and the day fixed for hearing, nominees for the board of directors of the district may be nominated by filing a petition designating the name or names of the nominee or nominees, signed by at least 20 qualified electors of the proposed district as provided by Idaho Code Section 42-3207.

The boundaries of said district are more particularly described as follows:

All of Government Lot 5, Section 14, Township 45 North Range 5 East, all of Government Lots 1, 2, 3, 4, 5, and 6, Section 15, Township 45 North,

Range 5 East; all of Government Lots 1, 2, 3,  
Section 16, Township 45, Range 5 East Boise Meridian.

WITNESS my hand and the seal of said District Court this

16<sup>th</sup> day of October, 1974.

VICTORIA WHITE, Clerk

BY Margaret Lindley  
Deputy Clerk

NOTICE OF HEARING ON PETITION FOR ORGANIZATION  
OF WATER AND SEWER DISTRICT OF AVERY, IDAHO - 3



254958

1974

*Deputy*

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF THE  
STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE

IN THE MATTER OF THE ORGANIZATION ) No. 13703  
OF WATER AND SEWER DISTRICT OF )  
AVERY, IDAHO. ) CERTIFICATE OF RECEIPT OF  
LEGAL DESCRIPTION AND MAP

I, the undersigned County Recorder of the County of  
Shoshone and State of Idaho, do hereby certify that pursuant  
to Section 63-2215, Idaho Code, 1947, as amended, a legal  
description and map of the boundaries of the Water and Sewer  
District of Avery, Idaho, was filed in this office on the 23  
day of December, 1974, being within ten days  
after entry of the Findings and Organizational Decree by the  
District Court of the First Judicial District of the State of  
Idaho in and for the County of Shoshone, on the 23 day of  
December, 1974.

IN WITNESS WHEREOF, I have hereunto set my hand and seal  
on this 23 day of December, 1974.

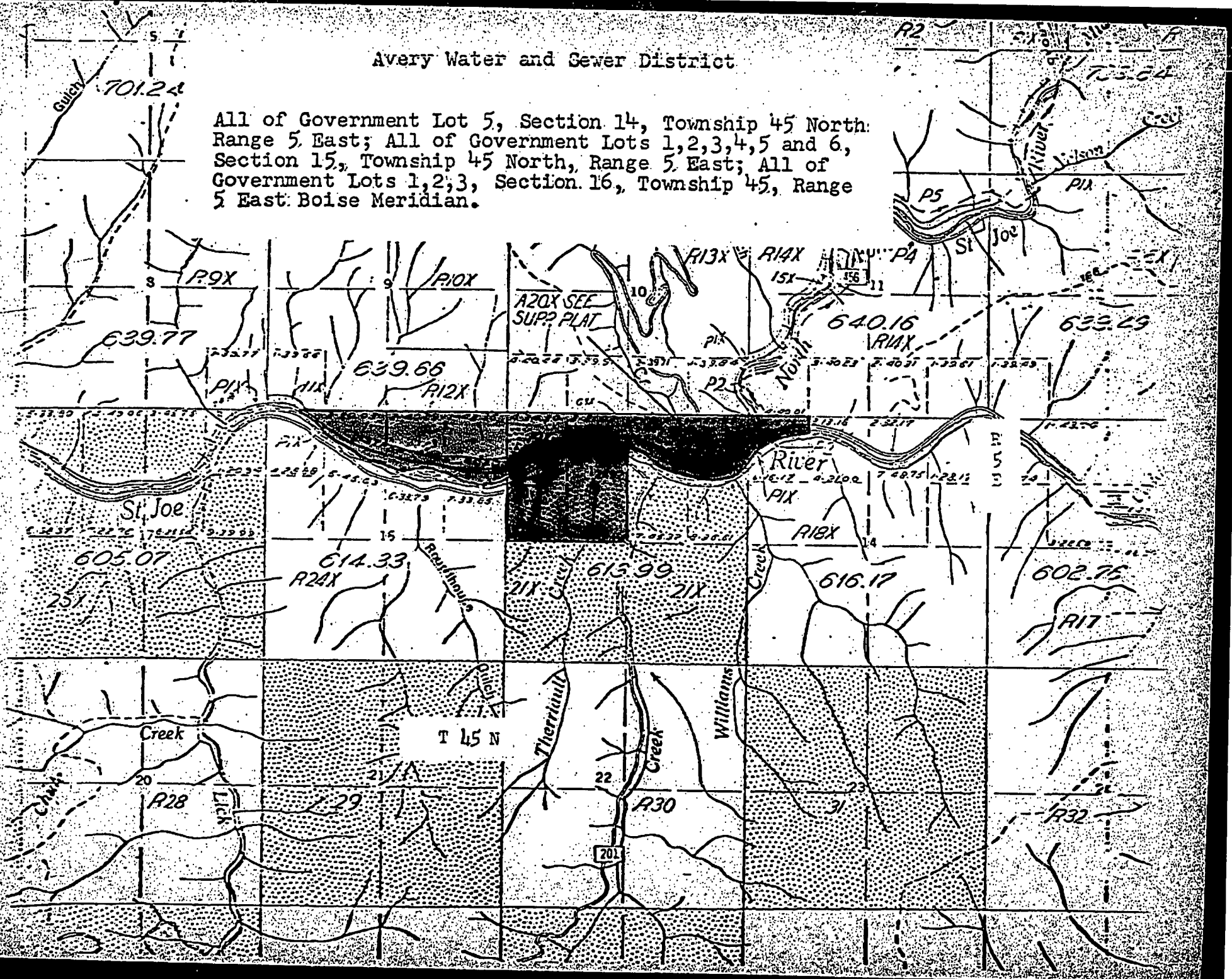
*[Signature]*  
County Recorder  
Shoshone County, Idaho.

(SEAL)

CERTIFICATE OF RECEIPT OF LEGAL DESCRIPTION AND MAP - 1

# Avery Water and Sewer District

All of Government Lot 5, Section 14, Township 45 North, Range 5 East; All of Government Lots 1,2,3,4,5 and 6, Section 15, Township 45 North, Range 5 East; All of Government Lots 1,2,3, Section 16, Township 45, Range 5 East Boise Meridian.



254958

FILED

JAN 7 3 26 PM '75

VICTORIA WHITE  
SHOSHONE CTY RECORDER

*Victoria White*  
DEPUTY

RECORDED  
at the request of

Platt Hull  
in

Miscellaneous  
Return to:

Platt Hull

Attorney at Law

Wallace, Idaho 83873

Feb 8 3.00

(SEE ATTACHED MAP)

STATE OF IDAHO  
COUNTY OF SHOSHONE

copy of the original  
on file in the office  
of the County Clerk  
on the 7th day of Jan 1975  
Dated at Wallace, Idaho

Certificate of Receipt of Legal  
Description and Map

VICTORIA WHITE

State of the District Court  
Now to hold the Court for  
Shoshone County, Idaho

By Blenda McCaig  
Deputy

287974

SEWER EASEMENT

THIS INDENTURE Made and entered into this 6th day of ~~July~~ August, 1980, by and between POTLATCH CORPORATION, a Delaware corporation, party of the first part, hereinafter referred to as "Grantor," and AVERY WATER AND SEWER DISTRICT, party of the second part, hereinafter referred to as "Grantee,"

WITNESSETH, That

NOW, THEREFORE, the Grantor, in consideration of the establishment of a sewage collection system and the benefits to accrue therefrom, has this day bargained and sold, and by these presents does bargain, sell, convey and transfer unto Grantee an easement for sewer line construction, maintenance and replacement fifteen (15) feet in width, over and across the Grantors' property situate in Shoshone County, State of Idaho, and more particularly described as follows:

Government Lots 1 through 4 in Section 15, Township 45 North, Range 5 East, Boise Meridian, Shoshone County, Idaho, lying North of what has previously been referred to as the Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track centerline and South of the North line of Shoshone County Road covered by agreement dated November 24, 1936, and shown on the attached drawings,

AND

All of the Grantor's property in Section 16, Township 45 North, Range 5 East, Boise Meridian, Shoshone County, Idaho, lying North of the mean high water level of the St. Joe River and between Railroad Engineer Stations 40+00 and 55+17.5 of what has previously been referred to as Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track centerline, and shown on the attached drawings.

TOGETHER with an easement for the purpose of constructing and maintaining a sewer treatment plant upon the following described real described as follows:

A parcel of land located in Section 16, Township 45 North, Range 5 E.B.M., Shoshone County, State of Idaho, more specifically described as follows:

WYNNE M. BLAKE  
ATTORNEY AT LAW  
P.O. Box 698  
421 SIXTH AVENUE  
LEWISTON, IDAHO 83501  
TELEPHONE (208) 748-0104

Beginning at the Northeast corner of said Section 16; thence South 00°03'00" East, 946.30 feet along the East line of said Section 16 to the Witness corner to Meander corner to establish a basis of bearing; thence South 83°01'04" West, 1352.69 feet to the centerline of the main track of the Chicago, Milwaukee & St. Paul Railway Co. at Station 41+61.9 per Avery Station map; thence North 81°41'16" West, 185.90 feet along said centerline to Station 51+47.8; thence North 08°18'44" East, 25.00 feet to the True Point of Beginning; thence North 81°41'16" West, 600.00 feet parallel with the Railroad centerline; thence North 08°18'44" East, 85.00 feet; thence South 81°41'16" East, 90.00 feet; thence South 83°46'24" East, 210.54 feet to a point on the North 125 foot right-of-way of said railroad; thence South 81°41'16" East, 58 feet along North right-of-way line; thence South 49°06'49" East, 42.72 feet; thence South 74°13'14" East, 207.76 feet; thence South 08°18'44" West, 50 feet to the True Point of Beginning.

In the event said line and treatment plant are not installed and constructed within five (5) years from the date hereof, title thereto shall revert to the Grantor, and all right, title and interest of the Grantee shall thereupon cease.

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed by its duly authorized officers the day and year hereinabove first written.

POTLATCH CORPORATION  
Attest: *[Signature]*  
By *[Signature]* Vice President  
By *[Signature]* Assistant Secretary

STATE OF IDAHO )  
 ) ss.  
County of Nez Perce )

On this 6<sup>th</sup> day of July, 1980, before me, the undersigned, a Notary Public in and for said state, personally appeared J. R. MORRIS and GEORGE PFAUTSCH, known to me to be the Vice President and Assistant Secretary of Potlatch Corporation, the corporation that executed the within instrument, and acknowledged to me that

WYNNE M. BLAKE  
ATTORNEY AT LAW  
P.O. Box 690  
831 Sixth Avenue  
LEWISTON, IDAHO 83501  
TELEPHONE: (208) 743-0161

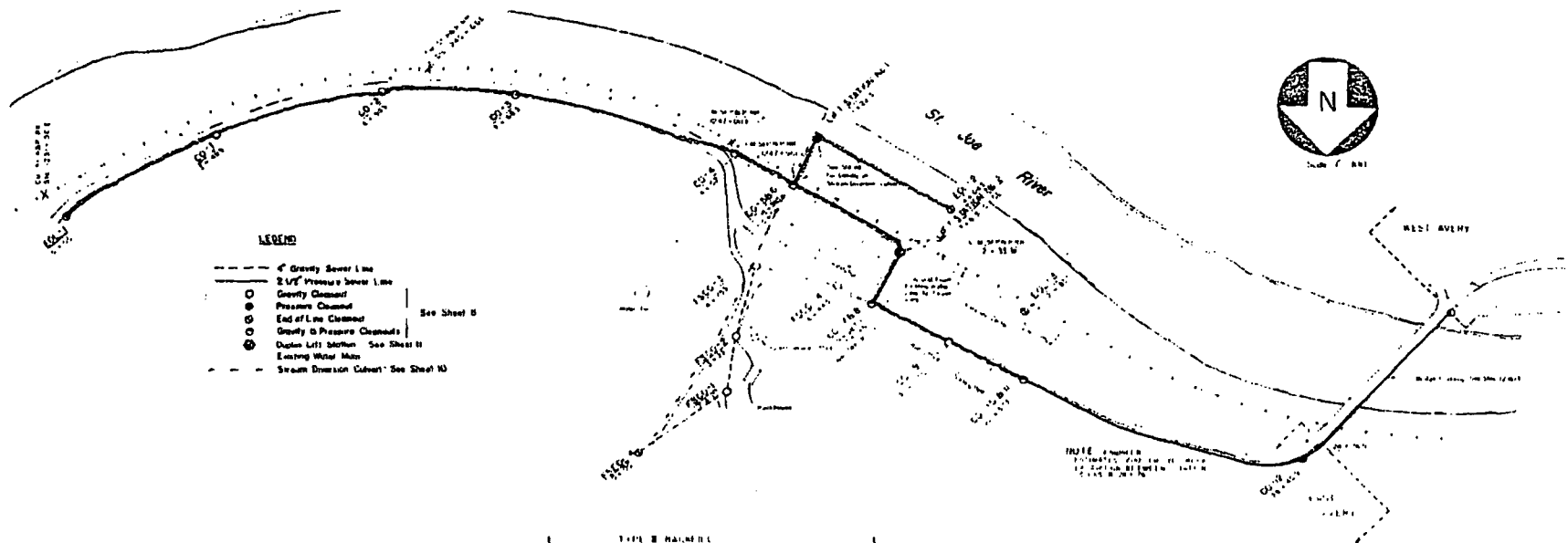
287

said corporation executed the same.

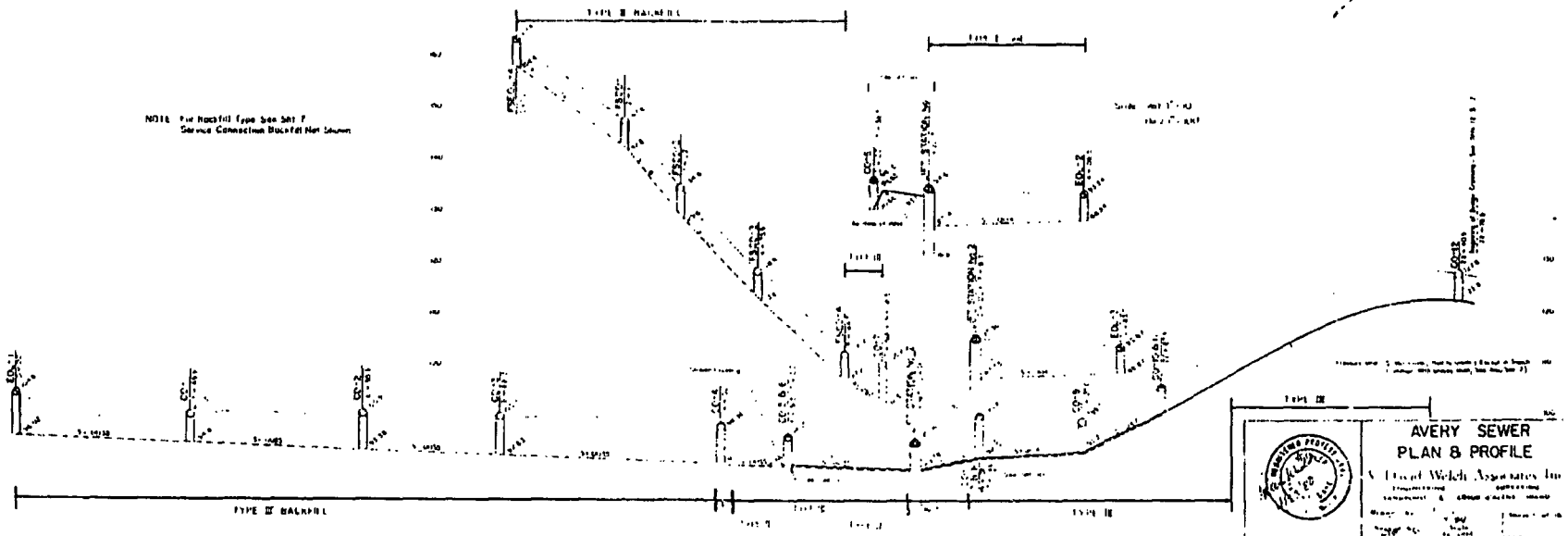
IN WITNESS WHEREOF I have hereunto set my hand and affixed  
my official seal the day and year in this certificate first above  
written.

Amelia E. Egan  
Notary Public for the State of Idaho  
Residing at Lewiston therein.

WYNNE M. BLAKE  
ATTORNEY AT LAW  
P.O. Box 888  
811 Sixth Avenue  
LEWISTON, IDAHO 83501  
TELEPHONE (208) 740-0101



- LEGEND**
- Gravity Sewer Line
  - 24" Pressure Sewer Line
  - Gravity Manhole
  - Pressure Manhole
  - End of Line Cleanout
  - Gravity to Pressure Cleanout
  - Duplex Lift Station See Sheet II
  - Existing Water Main
  - Stream Diversion Culvert See Sheet 10
- See Sheet 8



NOTE: For Manhole Type See Set F  
Germine Connection Buckets Not Shown

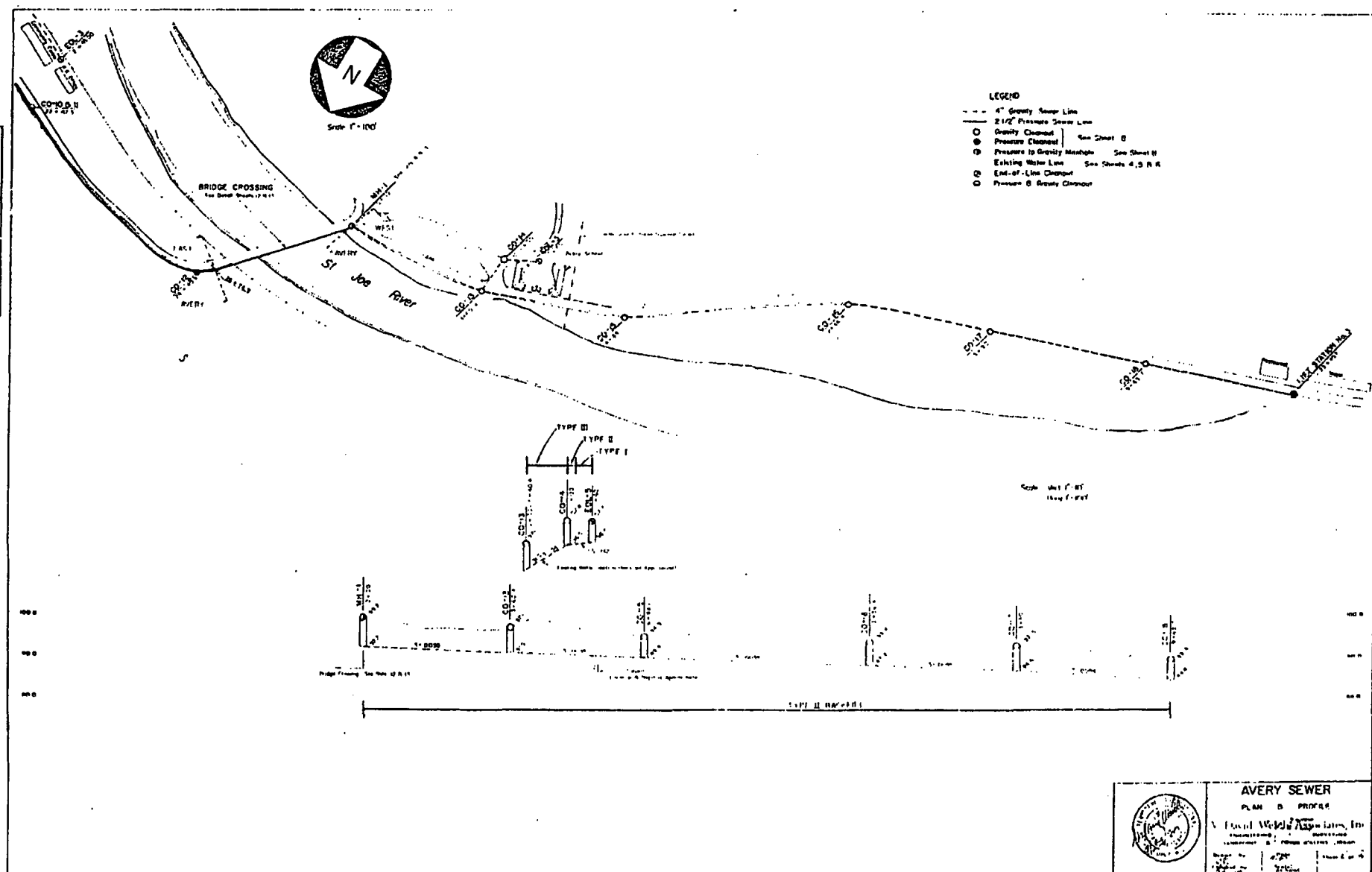
**AVERY SEWER  
PLAN & PROFILE**

A. J. Welch Associates, Inc.  
Engineers and Surveyors  
1000 North 1st Street  
St. Joseph, Mo. 64501

Project No. 1000  
Sheet No. 1 of 1

103

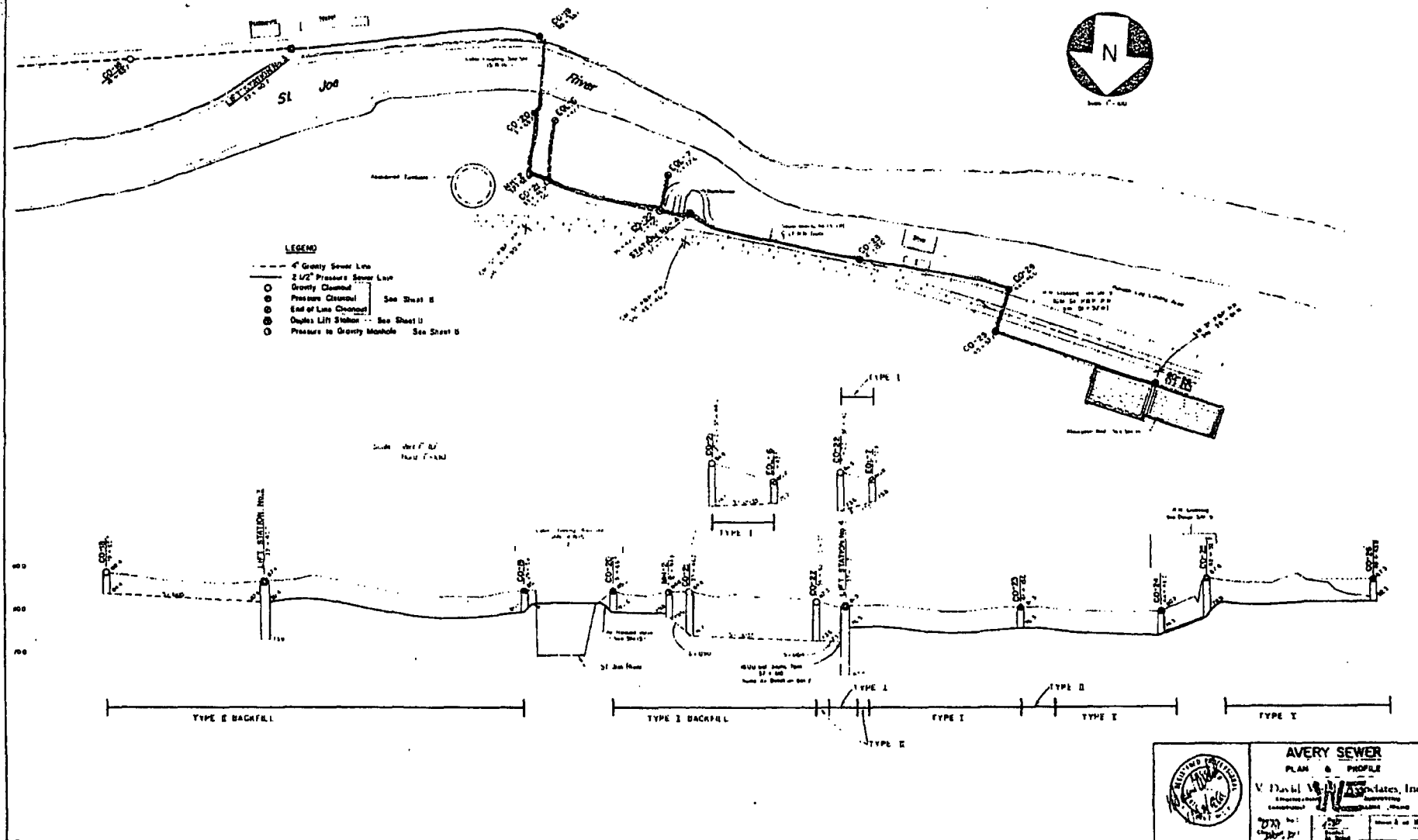
267



28201



3 of 3



287

RECORDED  
at the request of

287974

William F. Boyd

in

Deeds

RETURNED TO

William F. Boyd

Attorney at Law

Box 659

Kellogg, ID 83837

FILED

AUG 27 2 03 PM '80

RECORDED  
*Janet Zamboni*

Fee \$ 12.00

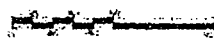
301149

# SURVEY

of the Sewage Treatment Site

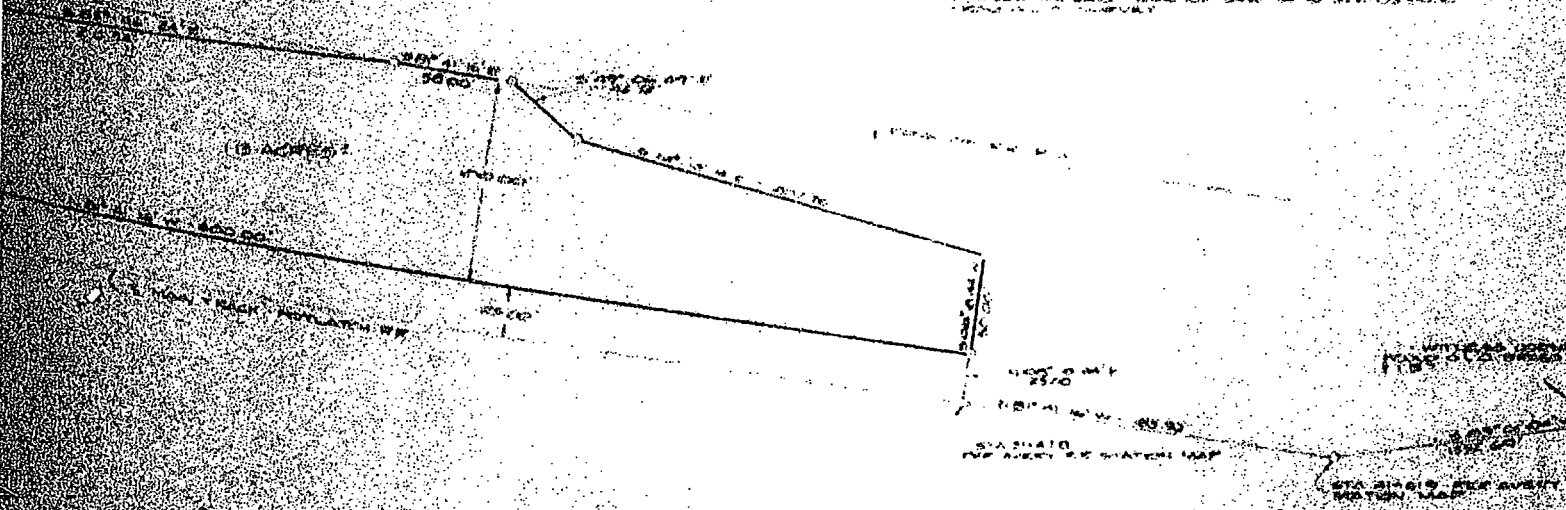
Section 16, T. 45N., R. 5E., B.M., Shoshone Co., Idaho  
SEWER DISTRICT

1. SET & CAPTAIN REBAR  
2. LOT 251



## LIST OF BEARING

IN APRIL 1904 THE CORNER OF SEC 16 TO WILLIAMS  
CUTTER ON EAST LINE OF SEC 16 TO 5700.300 M.  
FROM 16 TO 1700.000 M.



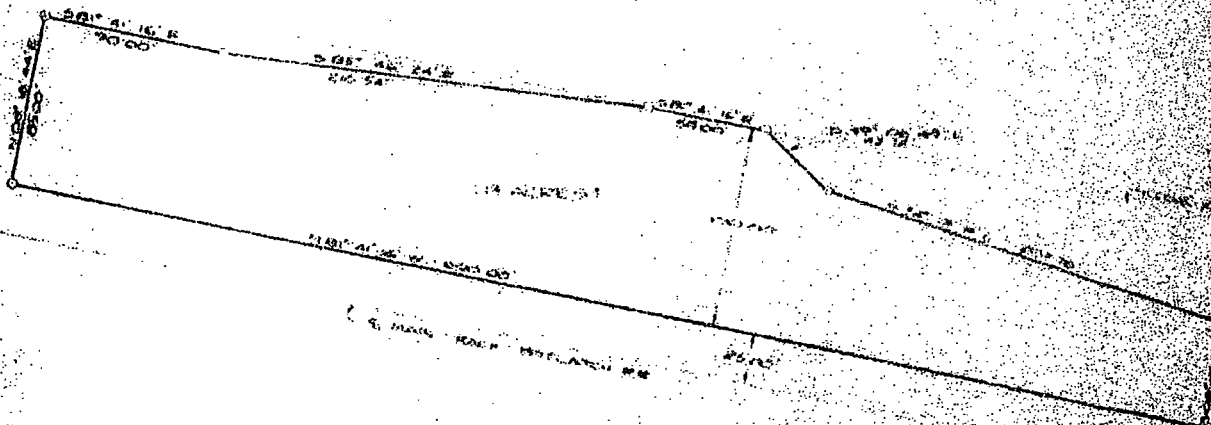
# **RECORD of SURVEY**

of the Sewage Treatment Site  
A parcel of land lying in a portion of Section 16, T. 45N., R. 5E., B.M., Shoshone Co., Idaho  
for AVERY WATER & SEWER DISTRICT

I HEREBY CERTIFY THAT THIS SURVEY WAS PERSONALLY MADE BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT THE SURVEY WAS ACCORDING TO THE BEST OF MY KNOWLEDGE AND BELIEF MADE IN ACCORDANCE WITH THE PROVISIONS OF THE ACT OF MARCH 3, 1909, CHAP. 111, SEC. 1, ACT OF MARCH 3, 1909, CHAP. 111, SEC. 1, ACT OF MARCH 3, 1909, CHAP. 111, SEC. 1.

*[Signature]*

IN WITNESS WHEREOF, I have hereunto set my hand and seal of office at Boise, Idaho, this 1st day of May, 1950.



323442

U. S. DISTRICT COURT  
DISTRICT OF IDAHO  
Filed at 2/ P M

JUN 20 1986

JERRY L. CLAPP, Clerk  
By [Signature] Deputy

IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF IDAHO

UNITED STATES OF AMERICA, )  
 )  
Plaintiff, )

Civil No. CV 86 303 53

-vs-

JUDGMENT ON DECLARATION OF  
TAKING AND ORDER FOR  
DELIVERY OF POSSESSION

164.21 ACRES OF LAND, MORE OR )  
LESS, SITUATE IN SHOSHONE )  
COUNTY, STATE OF IDAHO; )  
POTLATCH CORPORATION, and the )  
HEIRS OF MARY D. THERIAULT )  
and EDWARD I. THERIAULT, )  
et al.; and UNKNOWN OWNERS, )  
 )  
Defendant. )

I hereby certify that the enclosed instrument  
is a true and correct copy of the original on  
file in my office.

Dated this 20<sup>th</sup> day of June, 1986.

JERRY L. CLAPP, Clerk

By [Signature] Deputy

THIS CAUSE having come on for hearing ex parte upon motion  
of the plaintiff to enter a judgment on the Declaration of  
Taking, filed in the above-entitled matter on the 18<sup>th</sup> day of  
June, 1986, and for an order fixing the date for the surrender  
of possession of the property described in the Complaint filed  
herein to plaintiff, and upon consideration thereof and of the  
Complaint filed herein, said Declaration of Taking, the  
statutes in such cases made and provided, and it appearing that  
plaintiff is entitled to possession of said property;

1 FIRST: That the United States of America is entitled to  
2 acquire property by eminent domain for the purposes as set out  
3 and prayed in said complaint;

4 SECOND: That a complaint for condemnation was filed at  
5 the request of the Administrator of the Federal Highway  
6 Administration, Department of Transportation of the United  
7 States of America, the authority empowered by law to acquire  
8 said estate or interest upon the lands described in said  
9 complaint and also under the authority of the Attorney General  
10 of the United States;

11 THIRD: That the Complaint and Declaration of Taking state  
12 the authority under which, and the public use for which the  
13 estate or interest upon said lands was taken, that the  
14 Administrator of the Federal Highway Administration is the  
15 person duly authorized and empowered by law to acquire lands  
16 such as are described in the complaint for the public use for  
17 the construction and reconstruction of Forest Highway Route 50  
18 being constructed between St. Maries and Avery, Idaho and for  
19 such other uses as may be authorized by Congress or by  
20 Executive Order, and the Attorney General of the United States  
21 is the person duly authorized by law to direct the institution  
22 of such condemnation proceedings;

23 FOURTH: That a proper description of the land upon which  
24 said estate or interest is sought to be taken, sufficient for  
25 identification thereof, is set out in said Declaration of  
26 Taking;

1 FIFTH: That said Declaration of Taking contains a  
2 statement of the estate or interest in the said lands taken for  
3 said public uses, and said estate or interest is more  
4 particularly described as follows, to-wit:

5 The said land is necessary for the construction and  
6 reconstruction of Forest Highway Route 50 being  
7 constructed between St. Maries and Avery, Idaho, in  
8 accordance with standards, including control of  
9 access, adopted by the Secretary of Transportation  
10 in cooperation with the State highway departments,  
11 which standards have been adopted, affirmed and  
12 continued in effect by the Federal Highway  
13 Administrator pursuant to the authority delegated to  
14 him by the Secretary of Transportation and in  
15 accordance with Section 13(a) of the Department of  
16 Transportation Act approved October 15, 1966 (80  
17 Stat. 931, 949, as renumbered by §906, 90 Stat.  
18 149).

19 SIXTH: That a plat showing the lands taken is  
20 incorporated in said Declaration of Taking;

21 SEVENTH: That a statement is contained in said  
22 Declaration of Taking of a sum of money, estimated by said  
23 acquiring authority to be just compensation for said estate or  
24 interest, in the amount of Twenty Five Thousand Five Hundred  
25 Dollars (\$25,500.00), and that said sum was deposited in the  
26 registry of this Court for the use of the parties entitled  
thereto upon and at the time of the filing of the said  
Declaration of Taking;

EIGHTH: That a statement is contained in said Declaration  
of Taking that the amount of the ultimate award of compensation  
for the taking of said estate or interest, in the opinion of  
the said Administrator of the Federal Highway Administration



1 will be within any limits prescribed by law on the price to be  
2 paid therefor;

3 IT IS, THEREFORE, this 20<sup>th</sup> day of June, 1986,

4 ORDERED, ADJUDGED AND DECREED that the estate or interest  
5 in the lands described in Schedule A and delineated on Schedule  
6 B, attached hereto and made a part hereof, vested in the United  
7 States of America upon the filing of said Declaration of Taking  
8 and the depositing in the registry of this Court of the said  
9 sum of \$25,500.00, as hereinabove recited, the said state or  
10 interests in the said lands is deemed to have been condemned  
11 and taken for the use of the United States of America and the  
12 right to just compensation for the estate or interests in the  
13 property taken, upon the filing of the Declaration of Taking  
14 and making of the deposit, vested in the persons entitled  
15 thereto, and the amount of compensation shall be ascertained  
16 and awarded in this proceeding and established by judgment  
17 herein pursuant to law; and

18 That the United States is entitled to the possession of  
19 the estate or interest upon the lands described in Schedule A  
20 and delineated on Schedule B, attached hereto, on the 11<sup>th</sup> day  
21 of July, 1986, provided that a certified copy of the  
22 Judgment on Declaration of Taking and Order for Delivery of  
23 Possession shall be served upon the persons in actual  
24 possession or control of the premises, and if no defendants are  
25 in actual possession or control of said premises, then the  
26 United States is entitled to the possession of the estate or  
interest upon the lands thirty (30) days after the posting of a



1 certified copy of this Judgment in a conspicuous place upon the  
2 premises and the mailing by cetified mail of a copy thereof to  
3 the last known address of said defendants, and this cause is  
4 held open for such other and further orders, judgmetns and  
5 decrees as shall be necessary in the premises, and

6 IT IS FURTHER ORDERED that a conformed copy of this  
7 judgment and order be served, either by mail or personally by  
8 agents of the United States upon any of the defendants now in  
9 possession of the property described in Schedule A and  
10 delineated on Schedule B, attached hereto, forthwith, or if no  
11 such defendants are found in actual possession of said  
12 premises, then a certified copy be posted at a conspicuous place  
13 upon said premises and forthwith make due return of said  
14 service to this Court.

15 DATED this 20<sup>th</sup> day of June, 1986.

16  
17 HAROLD L. RYAN

18 HAROLD L. RYAN  
19 UNITED STATES DISTRICT JUDGE  
20  
21  
22  
23  
24  
25  
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323444

CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 1

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: Idaho First National Bank as trustee for Edward W. Phillips and  
Kenneth T. Thompson.

A parcel of land lying within the following described property:  
Lot 9 of Section 13, T. 45 N., R. 3 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip  
of land 200 feet in width, 100 feet on each side of the centerline of the  
former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as  
established by WDFD's 1980 survey and as shown on the official Right-Of-Way  
Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 87+79.42, said  
Station being 1960.845 feet,  $S90^{\circ}35'03.3''W$  of the Northeast corner of said  
Section 13; thence on a 1,300 foot radius curve to the right 79.21 feet to  
Station 88+58.63; thence  $S22^{\circ}22'W$ , 474.18 feet to Station 93+32.81; thence  
on a 1,570 foot radius curve to the left approximately 187.19 feet to a point  
on the South boundary of said Lot 9, which point is approximate Station 95+20.

The parcel of land to which this description applies contains 3.41 acres, more  
or less.

**SCHEDULE A**

## CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 2

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: United States (BLM)

A parcel of land lying within the following described property:

Lot 12 of Section 13, T. 45 N., R. 3 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land 200 feet in width, 100 feet on each side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 95+20, said Station being on the north boundary of said Lot 12; thence on a 1,570 foot radius curve to the left, approximately 10.56 feet to Station 95+30.56; thence  $S15^{\circ}09'W$ , 11.57 feet to Station 95+42.13; thence on a 660 foot radius curve to the left, 470.56 feet to Station 100+12.69; thence  $S25^{\circ}42'E$ , 0.99 feet to Station 100+13.68; thence on a 530 foot radius curve to the left, 225.55 feet to Station 102+39.23; thence  $S50^{\circ}05'E$ , 8.63 feet to Station 102+47.86; thence on a 1050 foot radius curve to the left, 131.64 feet to Station 103+79.50; thence  $S57^{\circ}16'E$  approximately 332.50 feet to a point on the east boundary of said Lot 12, which point is approximate Station 107+12.

The parcel of land to which this description applies contains 5.45 acres, more or less.

## CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 3

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: Potlatch Corporation.

A parcel of land lying within the following described property:

Lot 9 of Section 18, T. 45 N., R. 4 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land 200 feet in width, 100 feet on each side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 107+12, said Station being on the west boundary of said Lot 9; thence S57°16'E, approximately 738 feet to a point on the south boundary of said Lot 9, which point is approximate Station 114+50.

The parcel of land to which this description applies contains 3.40 acres, more or less.

## CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 4

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: Potlatch Corporation.

A parcel of land lying within the following described property:

Lots 10, 8, and 5 of Section 18, T. 45 N., R. 4 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land variable in width, 100 feet on the left side and variable in width on the right side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 114+50, said Station being on the north boundary of said Lot 10; thence S57°16'E, approximately 155.25 feet to Station 116+05.25; thence on a 1020 foot radius curve to the left 146.87 feet to Station 117+52.12; thence S65°31'E, 15.81 feet to Station 117+67.93; thence on a 710 foot radius curve to the left 609.88 feet to Station 123+77.81; thence N65°16'E, 0.49 feet to Station 123+78.30; thence on a 900 foot radius curve to the left 162.32 feet to Station 125+40.62; thence N54°56'E, 477.52 feet to Station 130+18.14; thence on a 2780 foot radius curve to the right 107.55 feet to Station 131+25.69; thence N57°09'E, 581.72 feet to Station 137+07.41; thence on a 3850 foot radius curve to the left 133.27 feet to Station 138+40.68; thence N55°10'E, 317.59 feet to Station 141+58.27; thence on a 4830 foot

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radius curve to the left 154.55 feet to Station 143+12.82; thence N53°20'E, 162.60 feet to Station 144+75.42; thence on a 2820 foot radius curve to the left approximately 434.58 feet to a point on the north boundary of said Lot 5, which point is approximate Station 149+10.

The width right of the said centerline of the strip of land above referred to is as follows:

Limit to Limit	Width Right of Centerline
N. Bdry. Lot 10 to 121+89+	100 feet
121+89+ to 149+21+	To O.H.W.*
149+21+ to N. Bdry. Lot 5	100 feet

\*O.H.W. = Ordinary high water line along north bank of St. Joe River.

The parcel of land to which this description applies contains 14.53 acres, more or less.

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CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 5

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: United States (BLM)

A parcel of land lying within the following described property:

SW 1/4 NE 1/4 of Section 18, T. 45 N., R. 4 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land 200 feet in width, 100 feet on each side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 149+10, said Station being on the south boundary of said SW 1/4 NE 1/4; thence on a 2820 foot radius curve to the left approximately 24.79 feet to Station 149+34.79; thence N44°00'E, 393.84 feet to Station 153+28.63; thence on a 1860 foot radius curve to the right approximately 149.37 feet to a point on the east boundary of said SW 1/4 NE 1/4, which point is approximate Station 154+78.

The parcel of land to which this description applies contains 2.62 acres, more or less.

## CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 6

Description prepared by Federal Highway Administration  
Western Direct Federal Division (WDFD), October 1985

Fee Owner: Potlatch Corporation

A parcel of land lying within the following described property:

Lot 3 of Section 18, T. 45 N., R. 4 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land variable in width, 100 feet on the left side and variable on the right side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 154+78, said Station being on the west boundary of said Lot 3; thence on a 1860 foot radius curve to the right approximately 458.77 feet to Station 159+36.77; thence N62°44'E, 877.85 feet to Station 168+14.62; thence on a 680 foot radius curve to the left approximately 185.38 feet to a point on the east boundary of said Lot 3, which point is approximate Station 170+00.



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The width right of the said centerline of the strip of land above referred to is as follows:

Limit to Limit	Width Right of Centerline
W. Bdry. Lot 3 to 166+62+ <sup>8</sup>	100 feet
166+62+ to E. Bdry. Lot 3	to U. H. W.*

\*O.H.W. = Ordinary high water line along north bank of St. Joe River.

The parcel of land to which this description applies contains 6.90 acres, more or less.

3234.12

CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 7

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: United States (BLM)

A parcel of land lying within the following described property:

Lots 4, 3, 2, and 1 of Section 17, T. 45 N., R. 4 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land variable in width, 100 feet on the left side and variable on the right side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 170+00, said Station being on the west boundary of said Lot 4; thence on a 680 foot radius curve to the left approximately 235.94 feet to Station 172+35.94; thence N27°14'E, 295.11 feet to Station 175+31.05; thence on a 690 foot radius curve to the right 258.52 feet to Station 177+89.57; thence N48°42'E, 845.92 feet to Station 186+35.49; thence on a 730 foot radius curve to the right 484.79 feet to Station 191+20.28; thence N86°45'E, 32.57 feet to Station 191+52.85; thence on a 1910 foot radius curve to the right 450.59 feet to Station 196+03.44; thence S79°44'E, 762.69 feet to Station 203+66.13; thence on a 1900 foot radius curve to the right 531.69 feet to Station 208+97.82; thence S63°42'E, 54.85 feet to Station 209+52.67; thence on a 5430 foot radius curve to the right 627.07 feet to Station 215+79.74;

thence  $S57^{\circ}05'E$ , 0.11 feet to Station 215+79.85; thence on a 940 foot radius curve to the right 258.67 feet to Station 218+38.52; thence  $S41^{\circ}19'E$ , 351.03 feet to Station 221+89.55; thence on an 810 foot radius curve to the left 120.87 feet to Station 223+10.42; thence  $S49^{\circ}52'E$ , 8.70 feet to Station 223+19.12; thence on a 620 foot radius curve to the left 279.14 feet to Station 225+98.26; thence  $S75^{\circ}39'45"E$ , 20.96 feet to Station 226+19.22; thence on a 620 foot radius curve to the left 205.87 feet to Station 228+25.09; thence  $N85^{\circ}18'45"E$ , 0.16 feet to Station 228+25.25; thence on a 1040 foot radius curve to the left 144.53 feet to Station 229+69.78; thence  $N77^{\circ}21'E$ , approximately 270.22 feet to a point on the east boundary of said Lot 1, which point is approximate Station 232+40.

The width right of said centerline of the strip of land above referred to is as follows:

Limit to Limit	Width Right of Centerline
W. Bdry. Lot 4 to 217+54+	to O.H.W.*
217+54+ to 223+49+	100 feet
223+49+ to E. Bdry Lot 1	to O.H.W.*

\*O.H.W. = Ordinary high water line along north bank of St. Joe River.

The parcel of land to which this description applies contains 25.16 acres, more or less.

323444

CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 8

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: United States (FS)--Potlatch has easement from State of Idaho

A parcel of land lying within the following described property:

Lots 4, 3, 2, and 1 of Section 16, T. 45 N., R. 4 E., B.M., Shoshone County,  
Idaho.

The said parcel being that portion of said property included in a strip of land 50 feet in width on the left and variable in width to the ordinary high water line along the north bank of the St. Joe River on the right side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 232+40, said Station being on the west boundary of said Lot 4; thence  $N77^{\circ}21'E$ , approximately 328.59 feet to Station 235+68.59; thence on a 7,710 foot radius curve to the right, 305.01 feet to Station 238+73.60; thence  $N79^{\circ}37'E$ , 0.07 feet to Station 238+73.67; thence on a 2,080 foot radius curve to the right 212.37 feet to Station 240+86.04; thence  $N85^{\circ}23'E$ , 74.08 feet to Station 241+60.12; thence on a 3,000 foot radius curve to the right 435.46 feet to Station 245+95.58; thence  $S86^{\circ}13'E$ , 29.25 feet to Station 246+24.83; thence on a 700 foot radius curve to the right 276.52 feet to Station 249+01.35; thence  $S63^{\circ}35'E$ , 800.35 feet to Station 257+01.70; thence on a 900 foot radius curve to the left 219.65 feet to Station 259+21.35;

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thence  $S77^{\circ}34'E$ , 0.51 feet to Station 259+21.86; thence on a 660 foot radius curve to the left 620.50 feet to Station 265+42.36; thence  $N48^{\circ}34'E$ , 20.56 feet to Station 265+62.92; thence on a 770 foot radius curve to the left 90.27 feet to Station 266+53.19; thence  $N41^{\circ}51'E$ , 312.87 feet to Station 269+66.06; thence on a 1120 foot radius curve to the right 699.16 feet to Station 276+65.22; thence  $N77^{\circ}37'E$ , 46.41 feet to Station 277+11.63; thence on a 660 foot radius curve to the right 649.30 feet to Station 283+60.93; thence  $S46^{\circ}01'E$ , 687.69 feet to Station 290+48.62; thence on a 530 foot radius curve to the left 169.74 feet to Station 292+18.36; thence  $S64^{\circ}22'E$ , 21.02 feet to Station 292+39.38; thence on a 520 foot radius curve to the left approximately 0.62 feet to a point on the east boundary of said Lot 1, which point is approximate Station 292+40.

The parcel of land to which this description applies contains 20.13 acres, more or less.

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CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 9

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: Potlatch Corporation

A parcel of land lying within the following described property:

Lot 2, of Section 15; Lots 3, 2, 1, NE 1/4 of the SE 1/4 and Lot 6 Section 10;  
Lots 4, 3, 2, and 1 of Section 11; and Lot 3 of Section 14; T. 45 N.,  
R. 4 E., 8.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip  
of land variable in width on each side of the centerline of the former  
Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as  
established by WDFD's 1980 survey and as shown on the official Right-Of-Way  
Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 292+40, said  
Station being on the west boundary of said Lot 2 of Section 15; thence on a  
520 foot radius curve to the left approximately 610.18 feet to  
Station 298+50.18; thence  $N48^{\circ}20'E$ , 0.44 feet to Station 298+50.62; thence  
on a 920 foot radius curve to the left 162.44 feet to Station 300+13.06; thence  
 $N38^{\circ}13'E$ , 938.85 feet to Station 309+51.91; thence on a 2,550 foot radius  
curve to the left 616.41 feet to Station 315+68.32; thence  $N24^{\circ}22'E$ ,  
1,293.80 feet to Station 328+62.12; thence on a 750 foot radius curve to the  
right 719.29 feet to Station 335+81.41; thence  $N79^{\circ}19'E$ , 1,085.03 feet to  
Station 346+66.44; thence on an 830 foot radius curve to the right 747.97 feet  
to Station 354+14.41; thence  $S49^{\circ}03'E$ , 605.68 feet to Station 360+20.09;  
thence on a 2,400 foot radius curve to the left 345.58 feet to

Station 363+65.67; thence  $S57^{\circ}18'E$ , 31.05 feet to Station 363+96.72; thence  
 on a 780 foot radius curve to the left 100.06 feet to Station 364+96.78;  
 thence  $S64^{\circ}39'E$ , 5.25 feet to Station 365+02.03; thence on a 650 foot radius  
 curve to the left 285.88 feet to Station 367+87.91; thence  $S89^{\circ}51'E$ ,  
 17.90 feet to Station 368+05.81; thence on a 1,050 foot radius curve to the  
 left 113.32 feet to Station 369+19.13; thence  $N83^{\circ}58'E$ , 300.83 feet to  
 Station 372+19.96; thence on a 710 foot radius curve to the right 730.29 feet  
 to Station 379+50.25; thence  $S37^{\circ}06'E$ , 329.84 feet to Station 382+80.09;  
 thence on a 1,400 foot radius curve to the left 157.50 feet to  
 Station 384+37.59; thence  $S43^{\circ}32'45"E$ , 4.79 feet to Station 384+42.38;  
 thence on a 580 foot radius curve to the left 528.96 feet to  
 Station 389+71.34; thence  $N84^{\circ}12'E$ , 42.48 feet to Station 390+13.82; thence  
 on a 470 foot radius curve to the left 206.61 feet to Station 392+20.43;  
 thence  $N59^{\circ}00'45"E$ , 22.99 feet to Station 392+43.42; thence on a 950 foot  
 radius curve to the left 145.01 feet to Station 393+88.43; thence  $N50^{\circ}16'E$ ,  
 228.27 feet to Station 396+16.70; thence on a 1,400 foot radius curve to the  
 right 1,025.44 feet to Station 406+42.14; thence  $S87^{\circ}46'E$ , 970.85 feet to  
 Station 416+12.99; thence on a 1,620 foot radius curve to the left  
 approximately 710.01 feet to a point on the east boundary of said Lot 1 of  
 Section 11, which point is approximate Station 423+23.

The widths in feet of the strip of land above referred to are as follows:

Limit to Limit	Width Left of Centerline	Width Right of Centerline
W. Bdry Lot 2 of Section 15 to E. Bdry. Lot 6 of Section 10	100'	to O.H.W.*
E. Bdry Lot 6 of Section 10 to E. Bdry. Lot 3 of Section 11	50'	50'
E. Bdry Lot 3 of Section 11 to E. Bdry. Lot 2 of Section 11	100'	to O.H.W.*
E. Bdry Lot 2 of Section 11 to E. Bdry. Lot 1 of Section 11	200'	to O.H.W.*

\*O.H.W. = Ordinary high water line along north bank of St. Joe River.

The parcel of land to which this description applies contains 50.77 acres,  
more or less.



3234.15

CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 10

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: United States (FS)

A parcel of land lying within the following described property:

Lots 4, 3, 2, and 1 of Section 12, T. 45 N., R. 4 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land 100 feet in width on the left and variable in width to the ordinary high water line along the north bank of the St. Joe River on the right side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 423+23, said Station being on the west boundary of said Lot 4; thence on a 1,620 foot radius curve to the left approximately 124.08 feet to Station 424+47.08; thence  $N62^{\circ}44'E$ , 379.07 feet to Station 428+26.15; thence on a 2,240 foot radius curve to the right 1,033.42 feet to Station 438+59.57; thence  $N89^{\circ}10'E$ , 544.18 feet to Station 444+33.75; thence on a 840 foot radius curve to the right 278.31 feet to Station 447+12.06; thence  $S71^{\circ}51'E$ , 359.42 feet to Station 450+71.48; thence on a 1,110 foot radius curve to the left 528.24 feet to Station 455+99.72; thence  $N80^{\circ}53'E$ , 295.41 feet to Station 458+95.13; thence on a 700 foot radius curve to the right 399.71 feet to Station 462+94.84; thence  $S66^{\circ}24'E$ , 258.39 feet to Station 465+53.23;

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thence on a 970 foot radius curve to the left 96.01 feet to Station 466+49.24; thence  $S72^{\circ}04'15''E$ , 6.61 feet to Station 466+55.85; thence on a 630 foot radius curve to the left 354.74 feet to Station 470+10.59; thence  $N75^{\circ}40'E$ , 13.53 feet to Station 470+24.12; thence on a 680 foot radius curve to the left 88.42 feet to Station 471+12.54; thence  $N68^{\circ}13'E$ , 231.90 feet to Station 473+44.44; thence on a 2,860 foot radius curve to the right approximately 505.56 feet to a point on the east boundary of said Lot 1, which point is approximate Station 478+50.

The parcel of land to which this description applies contains 20.75 acres, more or less.

## CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 11

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: Potlatch Corporation

A parcel of land lying within the following described property:

Lots 6, 5, 4, 3, and 11 of Section 7, T. 45 N., R. 5 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land 100 feet in width on the left and variable in width to the ordinary high water line along the north bank of the St. Joe River on the right side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(b), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 478+50, said Station being on the west boundary of said Lot 6; thence on a 2,860 foot radius curve to the right approximately 1,021.88 feet to Station 488+71.88; thence  $S81^{\circ}11'E$ , 3.47 feet to Station 488+75.35; thence on a 2,600 foot radius curve to the right 237.48 feet to Station 491+12.83; thence  $S75^{\circ}57'E$ , 525.67 feet to Station 496+38.50; thence on an 820 foot radius curve to the left 200.54 feet to Station 498+39.04; thence  $S89^{\circ}57'45"E$ , 0.24 feet to Station 498+39.28; thence on a 630-foot radius curve to the left 267.24 feet to Station 501+06.52; thence  $N65^{\circ}44'E$ , 19.67 feet to Station 501+26.19; thence on a 530 foot radius curve to the left 226.67 feet to Station 503+52.86; thence  $N41^{\circ}13'45"E$ , 0.04 feet to Station 503+52.90;

thence on a 1,040 foot radius curve to the left 185.07 feet to Station 505+37.97; thence  $N31^{\circ}02'E$ , 249.63 feet to Station 507+87.60; thence on a 610 foot radius curve to the right 411.00 feet to Station 511+98.60; thence  $N69^{\circ}38'15"E$ , 1.19 feet to Station 511+99.79; thence on an 810 foot radius curve to the right 154.92 feet to Station 513+54.71; thence  $N80^{\circ}35'45"E$ , 39.48 feet to Station 513+94.19; thence on a 2,080 foot radius curve to the right 236.72 feet to Station 516+30.91; thence  $N87^{\circ}07'E$ , 2.67 feet to Station 516+33.58; thence on a 2,220 foot radius curve to the right 350.65 feet to Station 519+84.23; thence  $S83^{\circ}50'E$ , 103.01 feet to Station 520+87.24; thence on a 1,110 foot radius curve to the right 346.13 feet to Station 524+33.37; thence  $S65^{\circ}58'E$ , 28.11 feet to Station 524+61.48; thence on a 710 foot radius curve to the right 248.04 feet to Station 527+09.52; thence  $S45^{\circ}57'E$ , 28.61 feet to Station 527+38.13; thence on a 2,260 foot radius curve to the right 319.50 feet to Station 530+57.53; thence  $S37^{\circ}51'E$ , 85.23 feet to Station 531+42.86; thence on a 750 foot radius curve to the right 163.19 feet to Station 533+06.05; thence  $S25^{\circ}23'E$ , 48.27 feet to Station 533+54.32; thence on a 620 foot radius curve to the right 218.95 feet to Station 535+73.27; thence  $S5^{\circ}09'E$ , 34.80 feet to Station 536+08.07; thence on a 1,630 foot radius curve to the right 321.95 feet to Station 539+30.02; thence  $S6^{\circ}10'W$ , 557.86 feet to Station 544+87.88; thence on a 750 foot radius curve to the left approximately 15.12 feet to a point on the south boundary of said Lot 11, which point is approximate Station 545+03.

The parcel of land to which this description applies contains 24.06 acres, more or less.

3234

CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 12

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: United States (FS)

A parcel of land lying within the following described property:

Lot 1 of Section 18, T. 45 N., R. 5 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land 100 feet in width on the left and variable in width to the ordinary high water line along the north bank of the St. Joe River on the right side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 545+03, said Station being on the north boundary of said Lot 1; thence on a 750 foot radius curve to the left approximately 270.68 feet to Station 547+73.68; thence S15°40'E, 1.24 feet to Station 547+74.92; thence on a 770 foot radius curve to the left 270.57 feet to Station 550+45.49; thence S35°48'E, 4.39 feet to Station 550+49.88; thence on a 700 foot radius curve to the left 208.10 feet to Station 552+57.98; thence S52°50'E, 2.49 feet to Station 552+60.47; thence on a 1,340 foot radius curve to the left approximately 35.53 feet to a point on the east boundary of said Lot 1, which point is approximate Station 552+96.

The parcel of land to which this description applies contains 2.95 acres, more

## CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 13

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: Potlatch Corporation

A parcel of land lying within the following described property:

Lots 5, 4, 3, and 2 of Section 17, T. 45 N., R. 5 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land 100 feet in width on the left and variable in width to the ordinary high water line along the north bank of the St. Joe River on the right side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 552+96, said Station being on the west boundary of said Lot 5; thence on a 1,340 foot radius curve to the left approximately 115.32 feet to Station 554+11.32; thence S59°17'E, 1,282.81 feet to Station 566+94.13; thence on a 1,120 foot radius curve to the left 616.73 feet to Station 573+10.86; thence N89°10'E, 983.78 feet to Station 582+94.64; thence on a 1,890 foot radius curve to the left 853.81 feet to Station 591+48.45; thence N63°17'E, 12.41 feet to Station 591+60.86; thence on a 960 foot radius curve to the left 606.26 feet to Station 597+67.12; thence N27°06'E, 343.33 feet to Station 601+10.45; thence on a 1,050 foot radius curve to the right 574.82 feet to Station 606+85.27; thence N58°28'E, 27.57 feet to Station 607+12.84; thence

323112

on a 1,850 foot radius curve to the right approximately 417.16 feet to a point on the north boundary of said Lot 2, which point is approximate Station 611+30.

The parcel of land to which this description applies contains 18.18 acres, more or less.

## CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 14

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: United States (FS)

A parcel of land lying within the following described property:

Lot 1 of Section 8, T. 45 N., R. 5 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land 100 feet in width on the left and variable in width to the ordinary high water line along the north bank of the St. Joe River on the right side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(b), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 611+30, said Station being on the south boundary of said Lot 1; thence on a 1,850 foot radius curve to the right approximately 290 feet to a point on the east boundary of said Lot 1, which point is approximate Station 614+20.

The parcel of land to which this description applies contains 1.14 acres, more or less.



## CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 15

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: Potlatch Corporation

A parcel of land lying within the following described property:

Lot 1 of Section 9, T. 45 N., R. 5 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land 100 feet in width on the left and variable in width to the ordinary high water line along the north bank of the St. Joe River on the right side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 614+20 said Station being on the west boundary of said Lot 1; thence on a 1,850 foot radius curve to the right approximately 22.02 feet to Station 614+42.02; thence N81°03'E, 32.08 feet to Station 614+74.10; thence on a 1,740 foot radius curve to the right 486.41 feet to Station 619+60.51; thence S82°56'E, 15.57 feet to Station 691+76.08; thence on a 1,070 foot radius curve to the right approximately 317.92 feet to a point on the south boundary of said Lot 1, which point is approximate Station 622+94.

The parcel of land to which this description applies contains 2.87 acres, more or less.

323.1

CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 16

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: United States (FS)

A parcel of land lying within the following described property:

Lot 3 of Section 16, T. 45 N., R. 5 E., B.M., Snosnone County, Idaho.

The said parcel being that portion of said property included in a strip of land 100 feet in width on the left side and variable in width on the right side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 622+94, said Station being on the north boundary of said Lot 3; thence on a 1,070 foot radius curve to the right approximately 341.31 feet to Station 626+35.31; thence S47°38'E, 382.59 feet to Station 630+17.90; thence on a 1,690 foot radius curve to the left 990.58 feet to Station 640+08.48; thence S81°13'E, approximately 331.52 feet to a point on the east boundary of said Lot 3, which point is approximate Station 643+40.

3234.44

The widths in feet of the strip of land above referred to are as follows:

Limit to Limit	Width Right of Centerline
N. Bdry Lot 3 to 629+92 <sub>+</sub>	to O.H.W.*
629+92 <sub>+</sub> to E. Bdry. Lot 3	50 feet

\*O.H.W. = Ordinary high water line along north bank of St. Joe River.

The parcel of land to which this description applies contains 6.72 acres, more or less.

323-1-1  
CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 17

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: Potlatch Corporation

A parcel of land lying within the following described property:

Lots 2 and 1 of Section 16, T. 45 N., R. 5 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land 175 feet in width, 125 feet in width on the left side and 50 feet in width on the right side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 643+40, said Station being on the west boundary of said Lot 2; thence  $S81^{\circ}13'E$ , approximately 1,386.18 feet to Station 657+26.18; thence on a 4,420 foot radius curve to the left approximately 1,259.82 feet to a point on the east boundary of said Lot 1, which point is approximate Station 669+86.

The parcel of land to which this description applies contains 10.63 acres, more or less. This parcel does not encompass the entire railroad right-of-way width on the right side of centerline.

323440  
CENTERLINE DESCRIPTION OF PROPERTY  
PARCEL NO. 18

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: United States (FS)

A parcel of land lying within the following described property:  
Lot 5 of Section 14, T. 45 N., R. 5 E., 8.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land 100 feet in width on the left side and variable in width to the ordinary high water line along the north bank of the St. Joe River and the west bank of the North Fork St. Joe River on the right side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at Engineer's centerline Station 725+39.04, said Station being on the west boundary of said Lot 5; thence on a 660 foot radius curve to the left approximately 92.25 feet to Station 726+31.29; thence N48°17'E, 18.46 feet to Station 726+49.75; thence on a 570 foot radius curve to the left 450.25 feet to Station 731+00, which point lies S37°24'E, 449.86 feet from the northwest corner of said Section 14.

The parcel of land to which this description applies contains 2.88 acres, more or less.

323.11

CENTERLINE DESCRIPTION OF PROPERTY

PARCEL NO. 19

Description prepared by Federal Highway Administration  
Western District Federal Division (WDFD), October 1985

Fee Owner: Heirs of Edward I. Theriault

A parcel of land lying within the following described property:

Lots 4, 3, 2, and 1 of Section 15, T. 45 N., R. 5 E., B.M., Shoshone County, Idaho.

The said parcel being that portion of said property included in a strip of land variable in width on each side of the centerline of the former Chicago, Milwaukee, St. Paul & Pacific Railroad Company's main track as established by WDFD's 1980 survey and as shown on the official Right-Of-Way Plans for Idaho Forest Highway Project 50-1(6), approved October 3, 1985.

Beginning at approximate Engineer's centerline Station 669+86, said Station being on the west boundary of said Lot 4; thence on a 4,420 foot radius curve to the left approximately 733.06 feet to Station 677+19.06; thence N72°57'E, 814.30 foot to Station 685+33.36; thence on a 4,120 foot radius curve to the right 685.52 feet to Station 692+18.88; thence N82°29'E, 33.61 feet to Station 692+52.49; thence on a 1,440 foot radius curve to the right 647.59 feet to Station 699+00.08; thence S71°45'E, 34.95 feet to Station 699+35.03; thence on a 1,160 foot radius curve to the right 140.71 feet to Station 700+75.74; thence S64°48'E, 858.99 feet to Station 709+34.73; thence on a 1,270 foot radius curve to the left 1,234.63 feet to Station 721+69.36; thence N59°30'E, 332.72 feet to Station 725+02.08; thence on a 660 foot radius curve to the left 36.96 feet

to a point on the east boundary of said Lot 1, which point is Station 725+39.04.

The left or northerly limit of the strip of land is described as follows:

Beginning at a point on the west boundary of said Lot 4, which point is 50 feet left of approximate centerline Station 669+90; thence parallel to the above described center line to a point on the east boundary of said Lot 3, which point is 50 feet left of approximate Station 697+04; thence southerly along the East boundary of said Lot 3 to a point 20 feet left of approximate Station 697+10; thence parallel to the centerline to a point 20 feet left of Station 702+80; thence to a point 10 feet left of Station 702+80; thence to a point 10 feet left of Station 705+20.00; thence to a point 125.95 feet left of Station 705+20.00; thence to a point 125.89 feet left of Station 707+10.53; thence to a point 45.70 feet left of Station 707+10.53; thence to a point 45.73 feet left of Station 708+11.78; thence to a point 45.74 feet left of Station 709+18.95; thence on a 51.51 foot radius curve to the left to a point 26.20 feet left of Station 709+58.23; thence on a chord to a point 22.74 feet left of Station 710+10.69; thence on a chord to a point 23.63 feet left of Station 711+06.59; thence on a chord to a point 23.62 feet left of Station 712+32.44; thence on a chord to a point 23.51 feet left of Station 713+36.76; thence on a chord to a point 23.82 feet left of Station 714+45.69; thence on a chord to a point 23.00 feet left of Station 715+54.43; thence on a 1,247 foot radius curve to the left to a point 23.00 feet left of Station 718+09.34; thence on a 1,244 foot radius curve to the left to a point 29.00 feet left of Station 721+59.34; thence to a point 10.00 feet left of Station 721+59.64; thence to a point 12.00 feet left of Station 724+40.72; thence to a point on the East boundary line of said Lot 1, which point is 77.58 feet left of Station 726+00.21.

323442

The right limit of the strip of land is described as follows:

Beginning at a point on the west boundary of said Lot 4, which point is 50 feet right of approximate centerline Station 669+82; thence parallel to the above described centerline to a point 50 feet right of Station 677+41; thence to a point on the ordinary high water line on the north bank of the St. Joe River, which point is right of Station 677+41; thence along the ordinary high water line on the north bank of the St. Joe River to a point on the said water line right of Station 702+28; thence to a point 60 feet right of Station 702+28; thence parallel to the centerline to a point on the east boundary of said Lot 1, which point is 60 feet right of Station 725+02.67

The parcel of land to which this description applies contains 12.74 acres, more or less.

RECORDED  
at the request of  
Maurice O. Ellsworth  
in

323442

Deeds  
return to:

FILED

Maurice O. Ellsworth  
United States Attorney  
Federal Bldg., Box 037  
550 W. Fort St.  
Boise, ID 83724

'86 JUN 27 PM 12 40

Fee \$ 76.00

SHOSHONE COUNTY RECORDER  
BY \_\_\_\_\_ DEPUTY

Env. Enc.

SEE ATTACHED MAP THAT FOLLOWS THIS PAGE



323

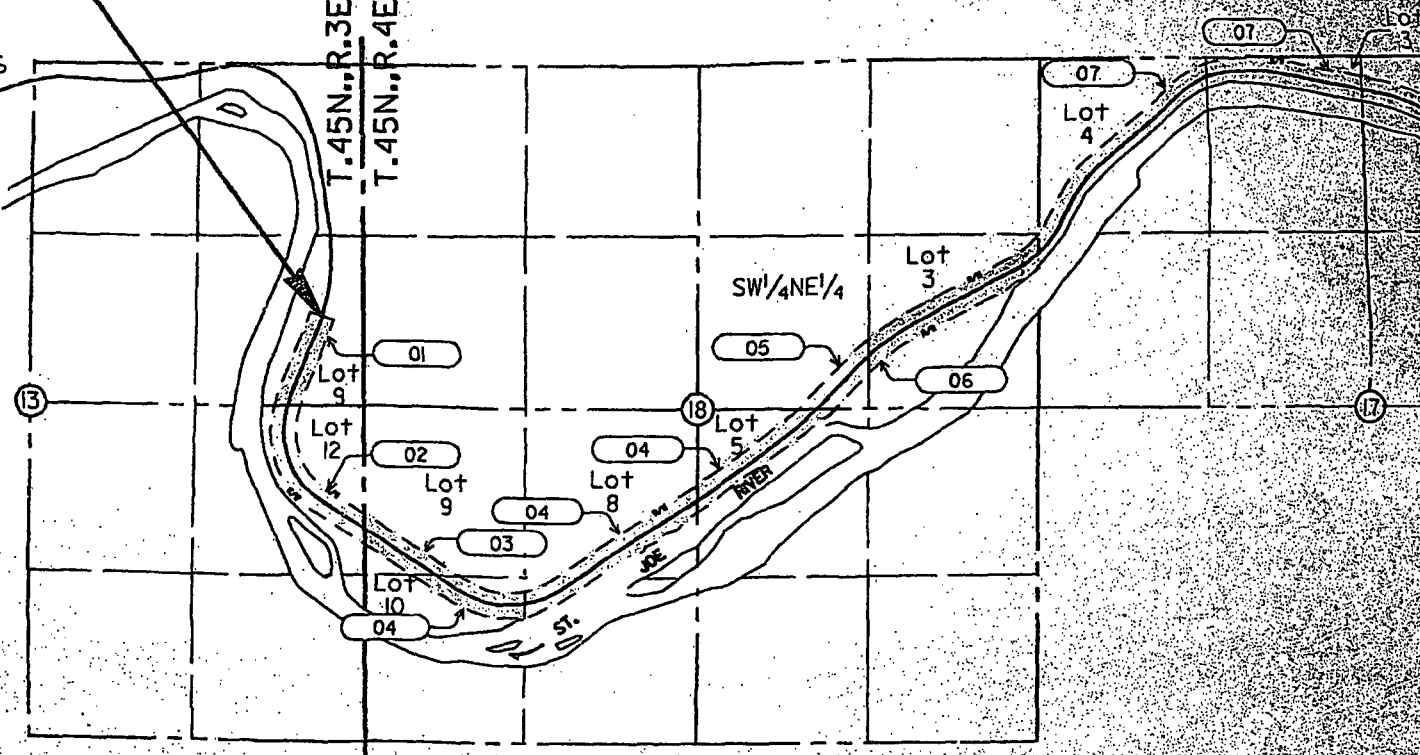


STA. 87+79.42  
Beginning of Plan

To ST. MARIES

T.45N., R.3E., B.M.  
T.45N., R.4E., B.M.

- Portage Co.
- United States
- United States owns Right
- Other Private



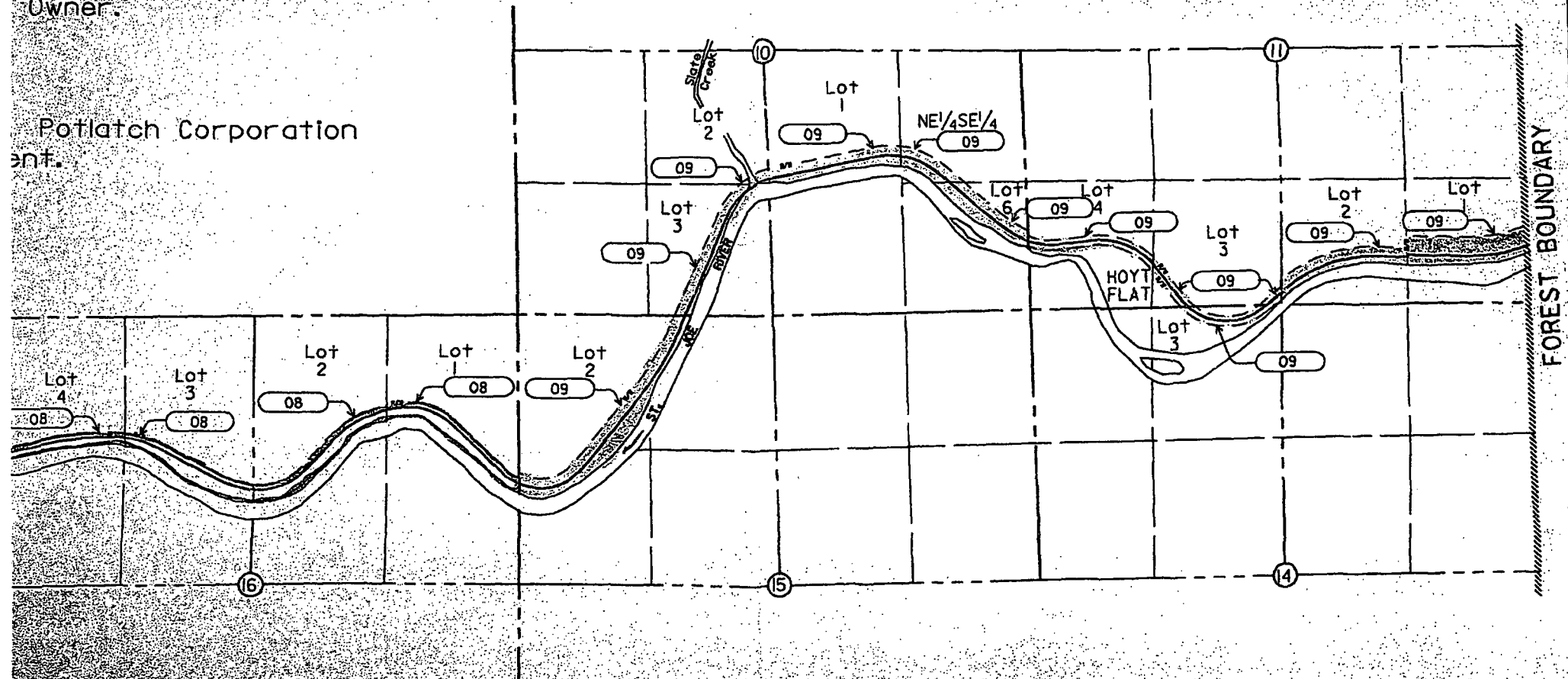
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323412

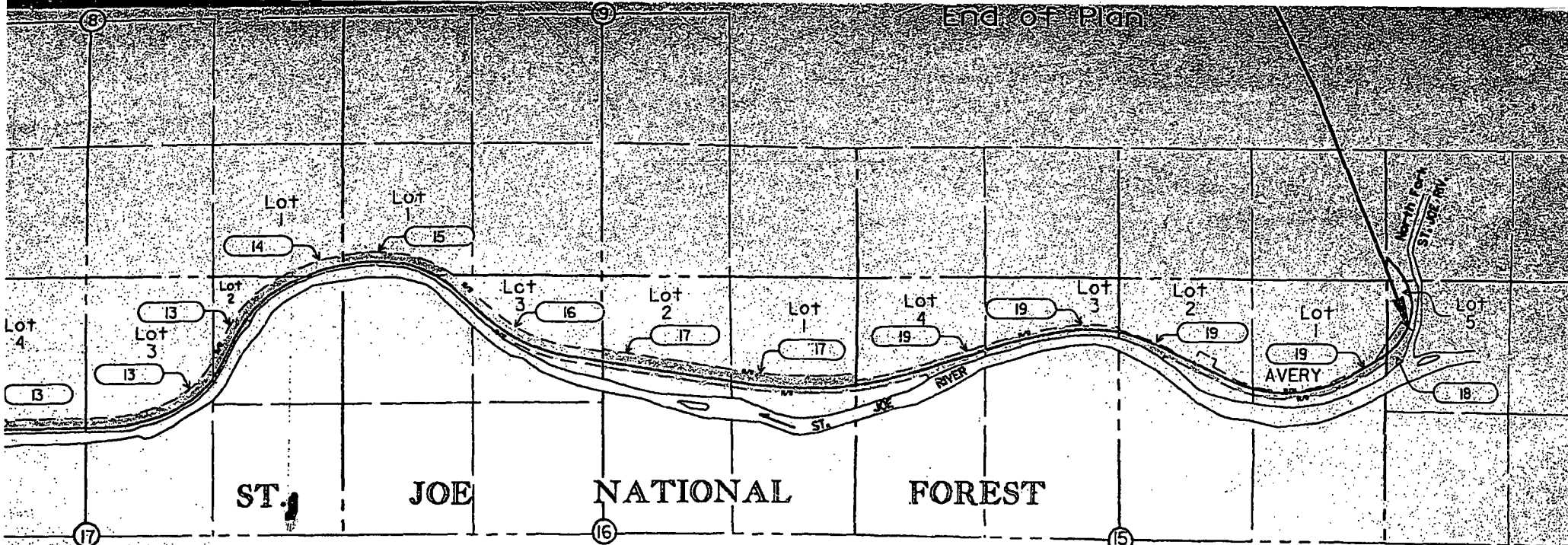
REG.	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-K6	2	24

Owner.

Potlatch Corporation  
ent.

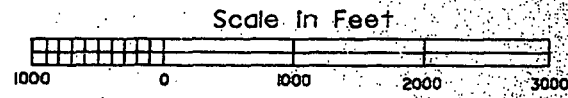


End of Plan



FORMATION SCHEDULE

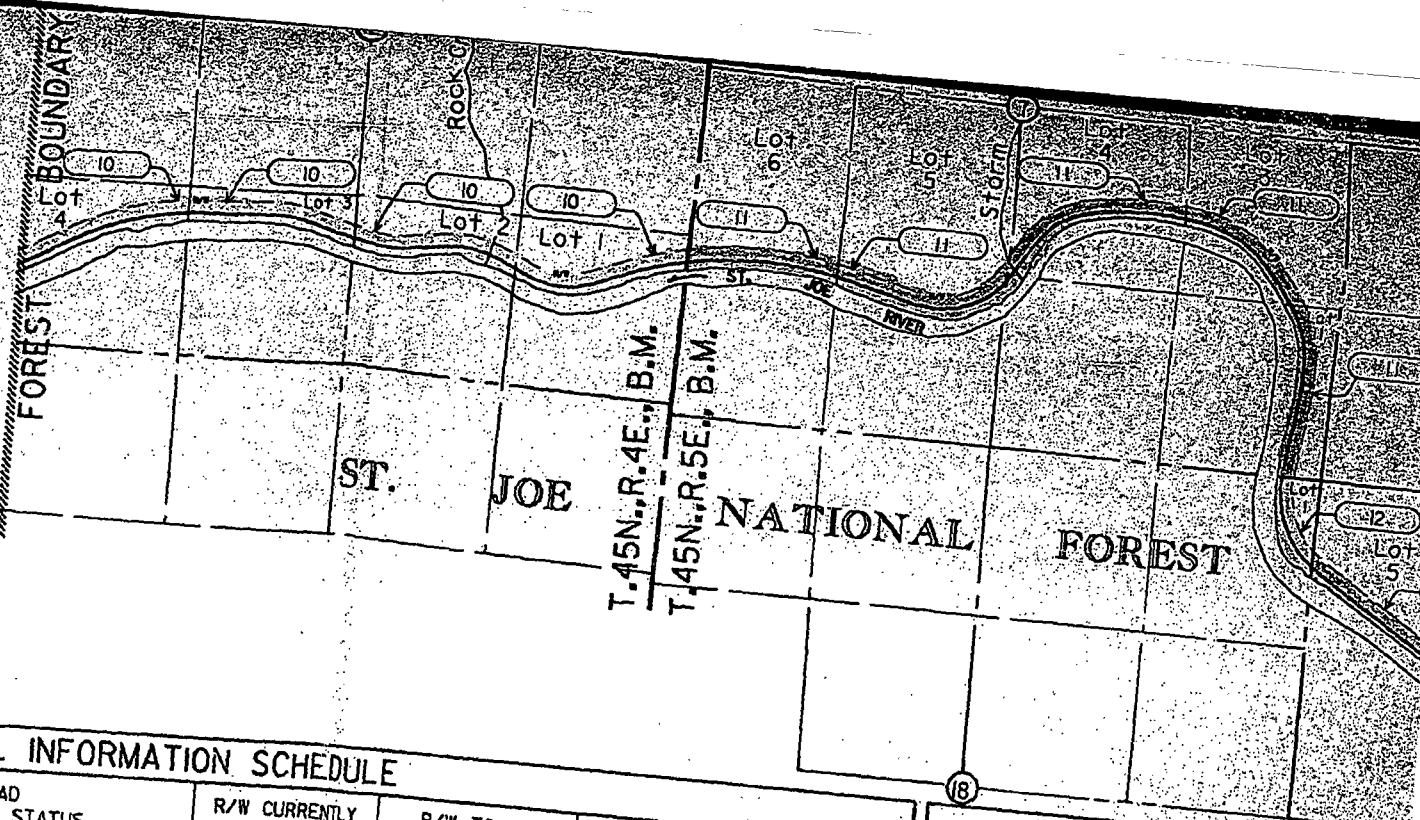
	R/W CURRENTLY OWNED BY U.S.	R/W TO BE ACQUIRED BY U.S.	PROPOSED DISPOSITION OF RAILROAD IMPROVEMENTS
3, 1899 U.S.	20.75 Ac.	—	F.H.W.A. to Acquire Rock Cr Bridge Potlatch to Remove Remainder
—	—	24.06 Ac.	F.H.W.A. to Acquire
3, 1899 U.S.	2.95 Ac.	—	Potlatch to Remove
—	—	18.18 Ac.	F.H.W.A. to Acquire
3, 1899 U.S.	1.14 Ac.	—	Potlatch to Remove
—	—	2.87 Ac.	F.H.W.A. to Acquire
3, 1899 U.S.	6.72 Ac.	—	Potlatch to Remove
—	—	10.63 Ac.	F.H.W.A. to Acquire
3, 1899 U.S.	2.88 Ac.	—	Potlatch to Remove
3, 1899 derlying	—	12.74 Ac.*	F.H.W.A. to Acquire



U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DIRECT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

VICINITY AND OWNERSHIP  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO

\* Only a portion of existing  
Railroad Right-of-way width  
is to be acquired in this area.



### PARCEL INFORMATION SCHEDULE

PARCEL NO.	FEE OWNER	RAILROAD RIGHT-OF-WAY STATUS	R/W CURRENTLY OWNED BY U.S.	R/W TO BE ACQUIRED BY U.S.	PROPOSED DISPOSITION OF RAILROAD IMPROVEMENTS
1	Idaho 1st National Bank	Easement under March 3, 1875 Act has Reverted to Underlying Fee Owner	—	3.41 Ac.	F.H.W.A. to Acquire
2	U.S. B.L.M.	Easement under March 3, 1875 Act has Reverted to U.S.	5.45 Ac.	—	Potlatch to Remove
3	Potlatch Corporation	Potlatch Owns Fee Simple Interest	—	3.40 Ac.	F.H.W.A. to Acquire
4	Potlatch Corporation	Potlatch Owns Fee Simple Interest	—	14.53 Ac.	F.H.W.A. to Acquire
5	U.S. B.L.M.	Easement under March 3, 1875 Act has Reverted to U.S.	2.62 Ac.	—	Potlatch to Remove
6	Potlatch Corporation	Potlatch Owns Fee Simple Interest	—	6.90 Ac.	F.H.W.A. to Acquire
7	U.S. B.L.M.	Easement under March 3, 1875 Act has Reverted to U.S.	25.16 Ac.	—	Potlatch to Remove
8	U.S. F.S.	Potlatch Holds R/W Easement Granted by State of Idaho	—	20.13 Ac.	F.H.W.A. to Acquire
9	Potlatch Corporation	Potlatch Owns Fee Simple Interest	—	50.77 Ac.	F.H.W.A. to Acquire

PARCEL NO.	FEE OWNER	RAILROAD RIGHT-OF-WAY STATUS
10	U.S. F.S.	Easement under Act has Reverted
11	Potlatch Corporation	Potlatch Owns Simple Interest
12	U.S. F.S.	Easement under Act has Reverted
13	Potlatch Corporation	Potlatch Owns Simple Interest
14	U.S. F.S.	Easement under Act has Reverted
15	Potlatch Corporation	Potlatch Owns Simple Interest
16	U.S. F.S.	Easement under Act has Reverted
17	Potlatch Corporation	Potlatch Owns Simple Interest
18	U.S. F.S.	Easement under Act has Reverted
19	Heirs of Edward Thierlauer	Easement under Act has Reverted Fee Owner



DEEDS  
352761

HIGHWAY EASEMENT DEED

THIS DEED, made this 9th day of June, 1992, by and between the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT OF TRANSPORTATION, FEDERAL HIGHWAY ADMINISTRATION, hereinafter referred to as the DEPARTMENT, and SHOSHONE COUNTY, of the STATE of IDAHO, hereinafter referred to as the GRANTEE:

W I T N E S S E T H :

WHEREAS, on May 14, 1984 the DEPARTMENT and the GRANTEE entered into a Forest Highway Agreement to set forth general terms and conditions pursuant to the provisions of Title 23, United States Code, Section 204, and Title 23, code of Federal Regulations, Part 660, Subpart A; and

WHEREAS, on June 17, 1986 the UNITED STATES OF AMERICA, acting by and through the DEPARTMENT in the United States District Court for the District of Idaho, acquired by eminent domain those lands described below;

WHEREAS, the GRANTEE accepted, by letter dated August 7, 1991, Idaho Forest Highway Project 50-1(9) for operation and maintenance;

NOW THEREFORE, the DEPARTMENT, as authorized by law, does hereby grant to the GRANTEE an easement for a right-of-way for the operation and maintenance of a highway and use of the space above and below the established grade line of the highway pavement for highway purposes on, over, across, in, and upon the following described land of the United States:

T.45 N., R.3 E., B.M.

Section 13, Government Lot 9

T.45 N., R.4 E., B.M.

Section 18, Government Lots 9, 10, 8, 5, and 3

Section 15, Government Lot 2

Section 10, Government Lots 3, 2, 1, 6, and the NE1/4 SE1/4

Section 11, Government Lots 4, 3, 2, and 1

Section 14, Government Lot 3

T.45 N., R.5 E., B.M.

Section 7, Government Lots 6, 5, 4, 3, and 11

Section 17, Government Lots 5, 4, 3, and 2

Section 9, Government Lot 1

Section 18, Government Lots 2 and 1

Section 16, Government Lots 4, 3, 2, and 1

as shown on Exhibit A, attached hereto and made a part hereof, subject, however, to the following terms, conditions, and covenants:

1. If outstanding valid claims, exist on the date of this use authorization, the GRANTEE shall obtain such permission as may be necessary on account of any such claims.
2. The easement herein granted is limited to use of the described right-of-way and the space above and below the established grade line of the highway pavement for the purpose of operation and maintenance of a highway and does not include the grant of any rights for nonhighway purposes or facilities.
3. Consistent with highway safety standards, the GRANTEE shall:
  - a. Protect and preserve soil and vegetative cover and scenic and esthetic values on the right-of-way outside of construction limits.
  - b. Provide for the prevention and control of soil erosion within the right-of-way.
  - c. Vegetate and keep vegetated with suitable species all earth cut and fill slopes feasible for revegetation.

352781

4. Application of chemicals shall be pursuant to the National Environment Policy Act.

5. The provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 242) shall be complied with.

6. The GRANTEE, in consideration of the grant of this easement, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns that:

a. No person shall, on the grounds of race color, sex, age, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed;

b. The GRANTEE shall use said easement right-of-way so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in federally assisted programs of the Department of Transportation, effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

7. When need for the easement herein granted shall no longer exist, the GRANTEE shall give notice of that fact to the Secretary of Transportation and the rights herein granted shall terminate and the land shall immediately revert to the full control of the Department of Transportation, Federal Highway Administration.

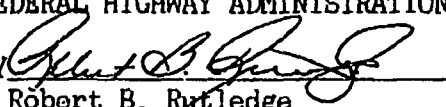
IN WITNESS WHEREOF, I, Robert B. Rutledge, Regional Counsel, pursuant to delegations of authority from the Secretary of Transportation, the Federal Highway Administrator, the Regional Federal Highway Administrator, and Chief

35276

Counsel, Federal Highway Administration, by virtue of authority in me vested by law, have hereunto subscribed my name as of the day and year first above written.

UNITED STATES OF AMERICA  
DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION

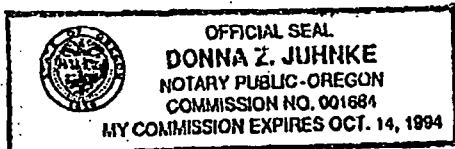
BY

  
Robert B. Rutledge  
Regional Counsel

STATE OF OREGON       )  
                              ) ss:  
COUNTY OF MULTNOMAH )

I, Donna Z. Juhnke, a Notary Public in and for the State of Oregon, do hereby certify that on the 9<sup>th</sup> day of June, 1992, before me personally appeared Robert B. Rutledge, Regional Counsel, Federal Highway Administration, and acknowledge that the foregoing instrument bearing date of June 9, 1992, was executed by him, in his official capacity and by authority in him vested by law for the purposes and intents in said instrument described and set fourth, and acknowledged the sum to be his free act and deed as Regional Counsel, Federal Highway Admonostraton.

Witness my hand and seal this 9<sup>th</sup> day of June, 1992.



Donna Z. Juhnke  
Notary Public

My commission expires

October 14, 1994



352765

In compliance with the conditions set forth in the foregoing deed, the County of Shoshone, State of Idaho, certifies, and by the acceptance of this deed, accepts the right-of-way over certain land herein described and agrees for itself, its successors, and assigns forever to abide by the conditions set forth in said deed.

By:

Don Hayman

Title:

Chairman

STATE OF

Idaho

COUNTY OF

Shoshone

I, Vernora House, a Notary Public in and for said County and State, hereby certify that Don Hayman, whose name as Chairman is signed to the foregoing conveyance and who is known to me, acknowledged before me on this day that, being informed of the contents of the conveyance, he/she in his/her capacity as Chairman Board of Co executed the same voluntarily on this day. Commissioners

Given under my hand and seal of office this 24<sup>th</sup> day of June, 1992.

Vernora House  
Notary Public

My commission expires

3/27/97

# RIGHT

U.S. DEPARTMENT OF  
FEDERAL  
WESTERN

IDAHO FOREST

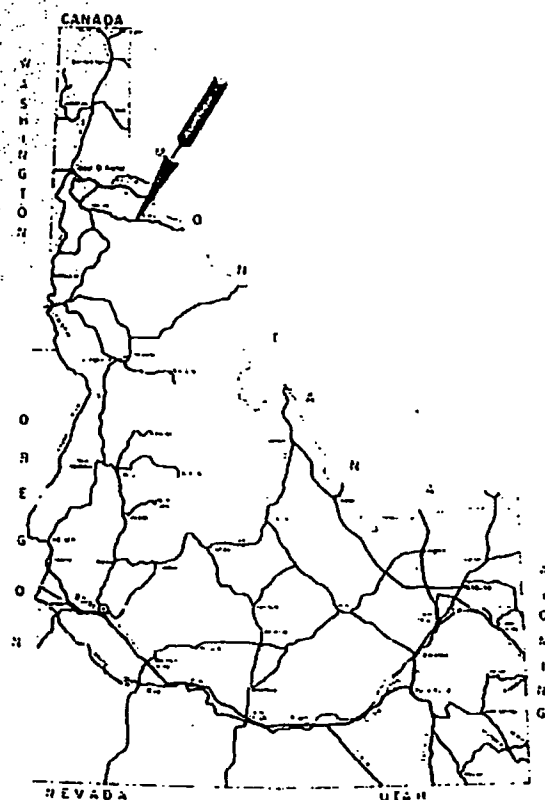
ST. JOE

LI

ST. JOE

S

FEDERAL

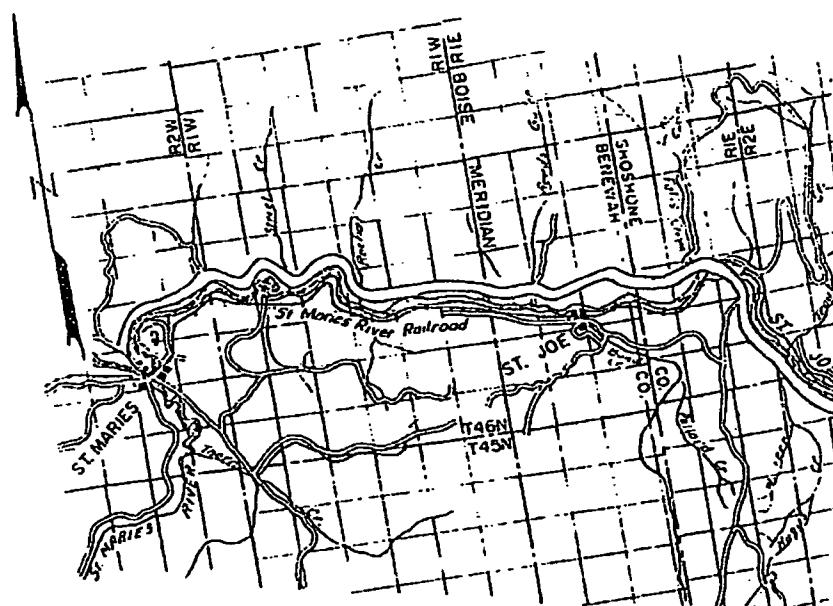


KEY MAP IDAHO

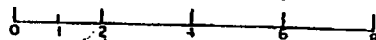
UNPAID	
CHECKED	
APPROVED	

## CONVENTIONAL SYMBOLS

COUNTY LINE	---
TOWNSHIP OR RANGE LINE	----
SECTION LINE	-----
QUARTER SECTION LINE	-----
SIXTEENTH LINE	-----
NATIONAL PARK OR FOREST BOUNDARY	=====
LINE TO BE CONSTRUCTED	-----
LIMIT OF SLOPE LINE TOP OF CUT	-----
LIMIT OF SLOPE LINE TOE OF FILL	-----
PROPOSED RIGHT OF WAY LINE	-----
EXISTING RIGHT OF WAY LINE	-----
LIMITED ACCESS RIGHT OF WAY	-----
TRAVELED WAY	-----
RAILROAD	-----
EXISTING FENCE	-----
EXISTING CULVERT	-----
CULVERT TO BE CONSTRUCTED	-----
EXISTING BRIDGE	-----
PROPOSED BRIDGE	-----
POWER POLES (EXISTING & PROPOSED)	-----
TELEPHONE/TELEGRAPH POLES (EXIST. & PROP.)	-----
JOINT USE POLES (EXISTING & PROPOSED)	-----



SCALE IN MILES



# WAY PLANS

IDAHO, FH 50-1(6)

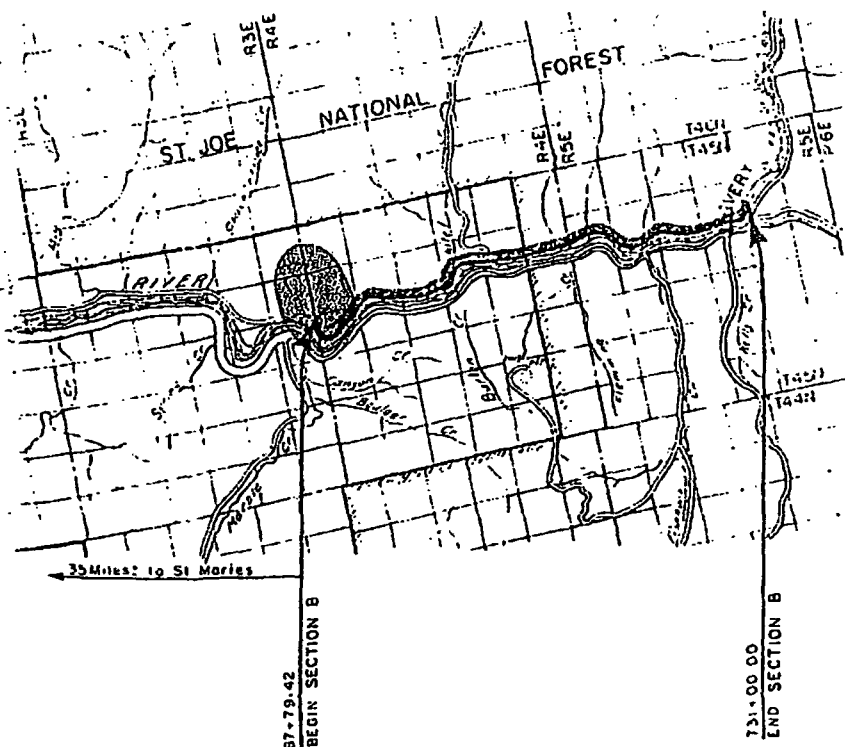
SHEET 1 OF 24

PREPARED BY  
 DEPARTMENT OF TRANSPORTATION  
 HIGHWAY ADMINISTRATION  
 FEDERAL DIVISION  
 FOR SECTION B  
 HIGHWAY PROJECT 50-1(6)  
 RIVER ROAD

INDEX TO SHEETS	
SHEET NO	DESCRIPTION
1	TITLE SHEET
2	VICINITY & OWNERSHIP MAP
3-24	R/W PLAN SHEETS

2.182 MILES  
 NATIONAL FOREST  
 ELK COUNTY  
 IDAHO

ADMINISTRATION  
 PROJECT 147.49



Recommended For Approval

*[Signature]* DATE 11-22-65  
 Project Development Engineer

Approved

*[Signature]* DATE 1-22-65  
 Division Engineer,  
 Western District Federal Division

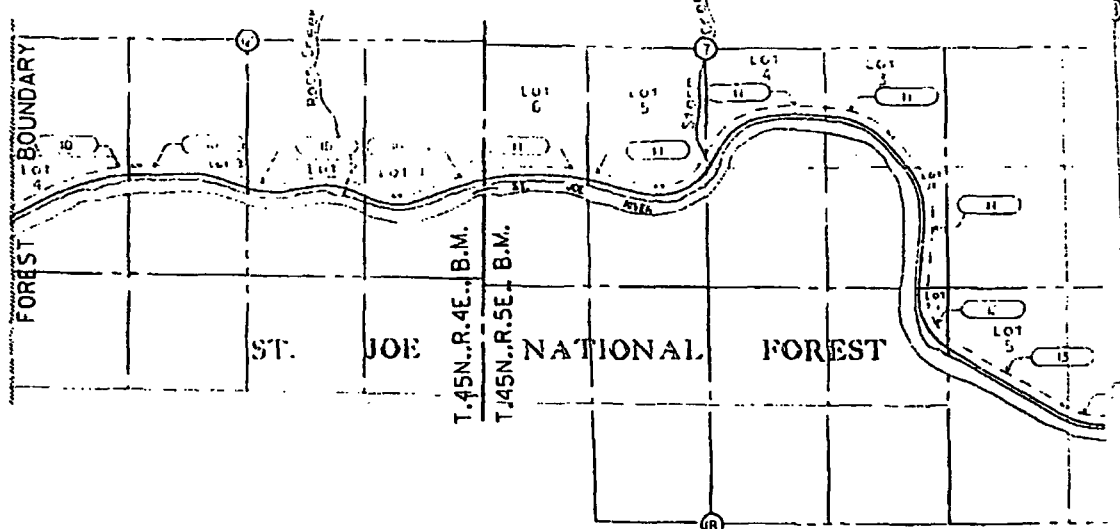
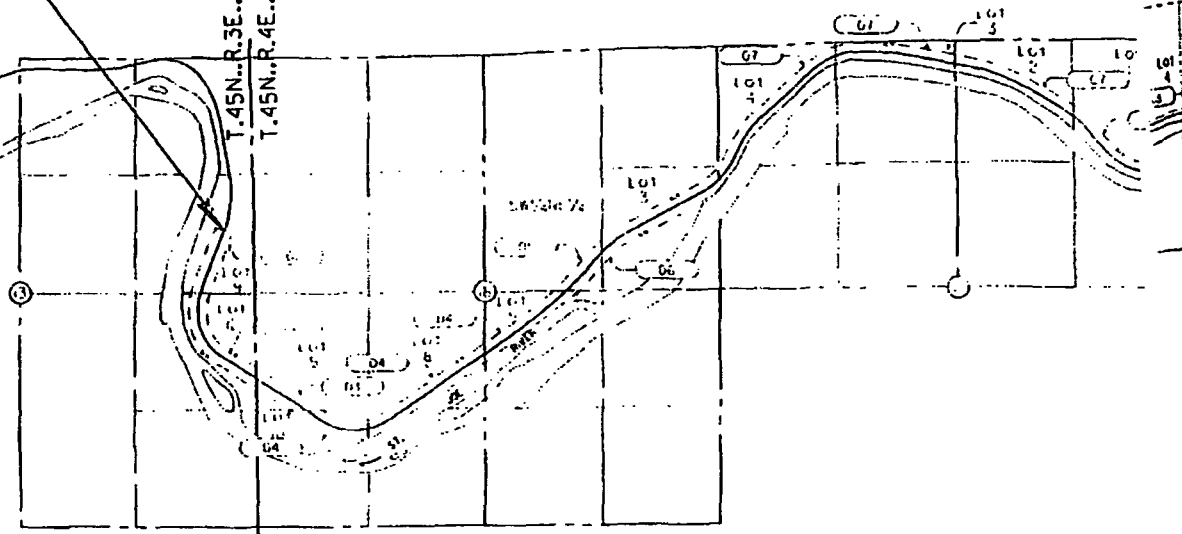


STA. 87+79.42

Beginning of Plan

To ST. MARES

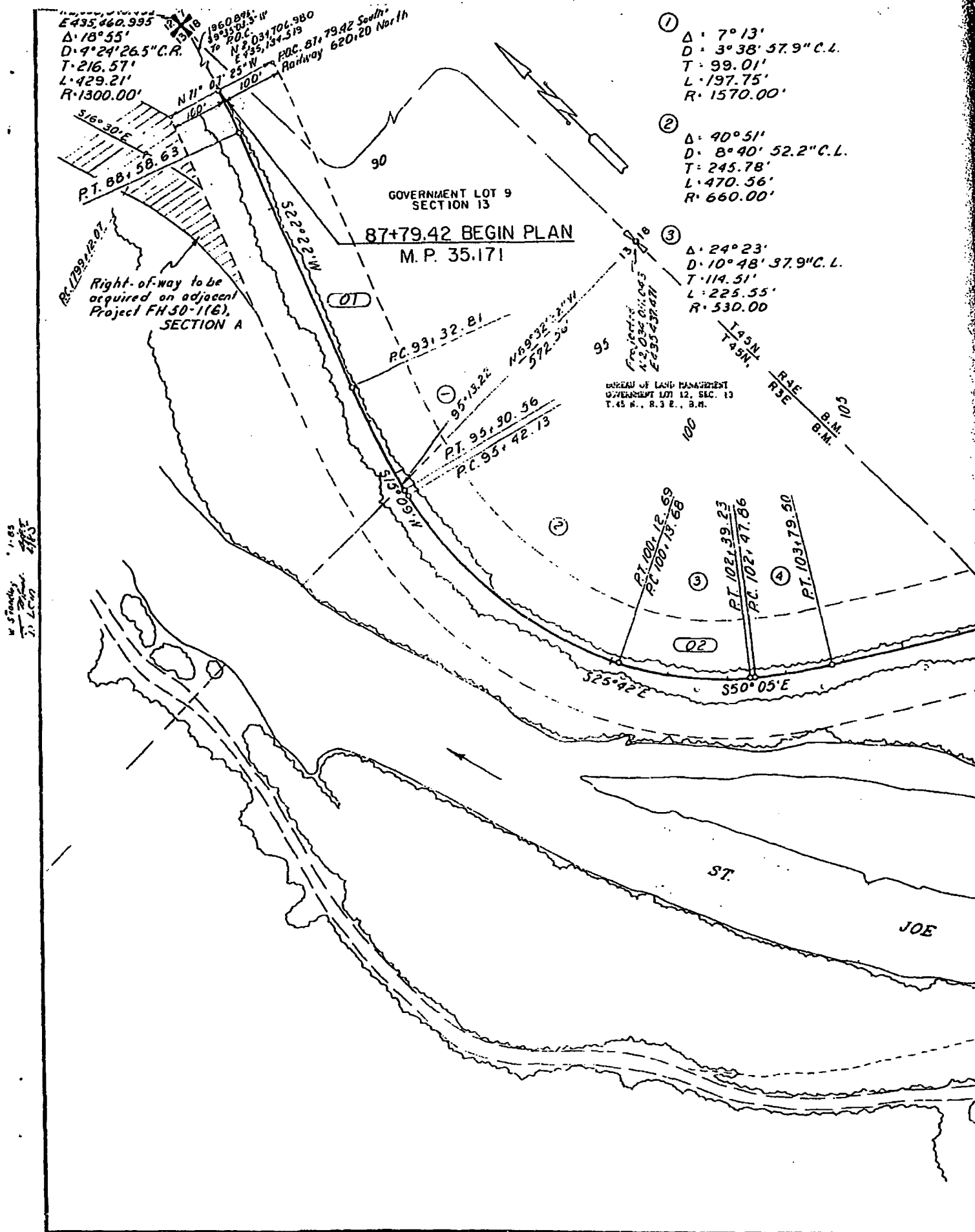
T.45N., R.3E., B.M.  
T.45N., R.4E., B.M.



PARCEL NO.	N-W Area in Acres	Description
1	3.41	Land donated to the State, First Nat'l Bank
2	1.48	Land donated to the State, First Nat'l Bank
3	1.41	Land donated to the State, First Nat'l Bank
4	1.41	Land donated to the State, First Nat'l Bank
5	1.41	Land donated to the State, First Nat'l Bank
6	1.41	Land donated to the State, First Nat'l Bank
7	25.16	Land donated to the State, First Nat'l Bank
8	22.03	Land donated to the State, First Nat'l Bank
9	1.41	Land donated to the State, First Nat'l Bank
23	0.53	E, Shoshone County from Roger Stanley

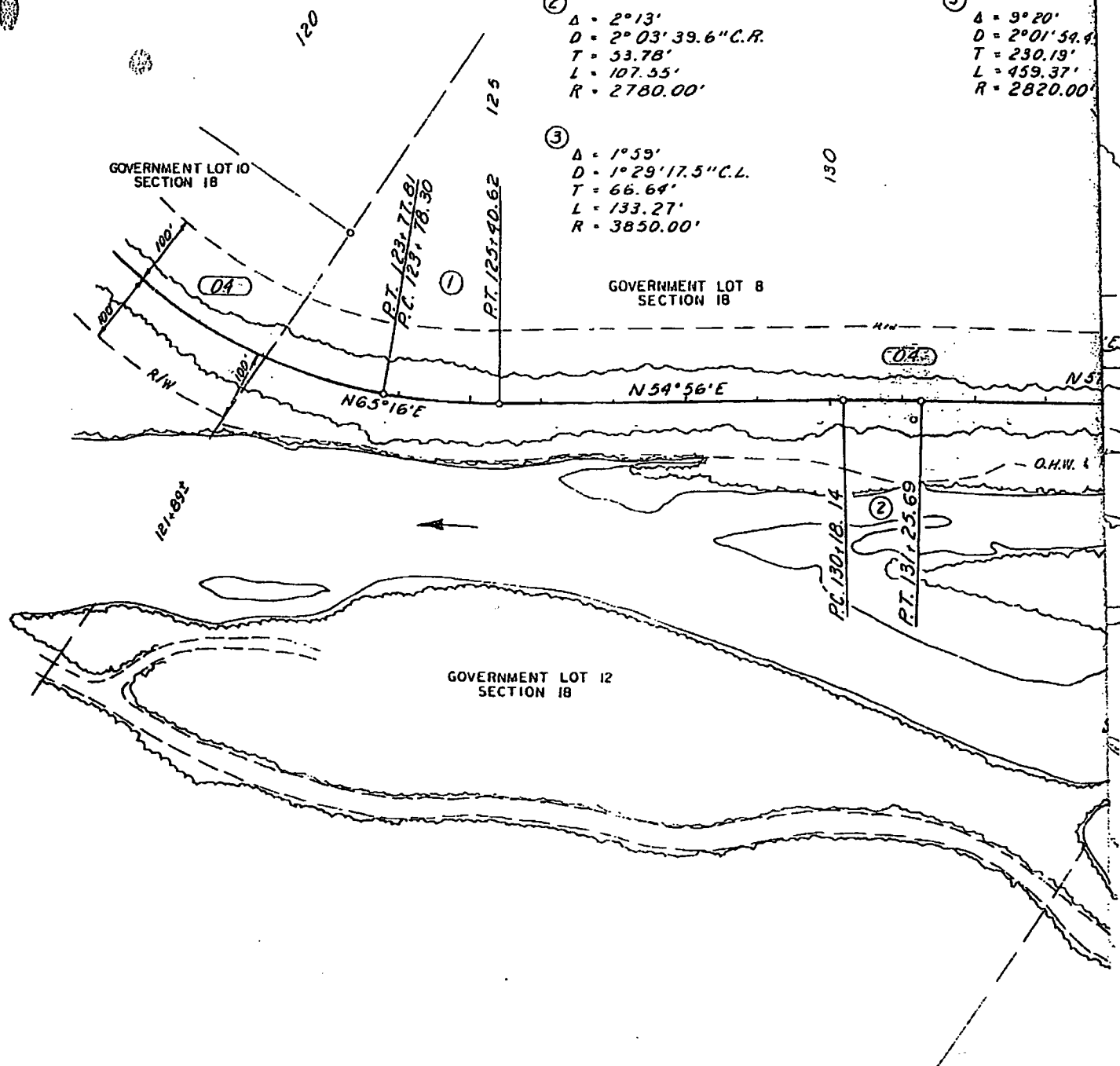
PARCEL NO.	N-W Area in Acres	Description
10	18.21	
11	14.1	
12	2.53	
13	15.0	
14	0.91	
15	1.81	
16	5.86	
* 17	10.63	LA
18	2.81	
* 19	12.74	DC







- ⑤
- $\Delta = 9^{\circ} 20'$   
 $D = 2^{\circ} 01' 54.4''$   
 $T = 230.19'$   
 $L = 459.37'$   
 $R = 2820.00'$



6074  
W. Stanley  
5/15/55  
1-58

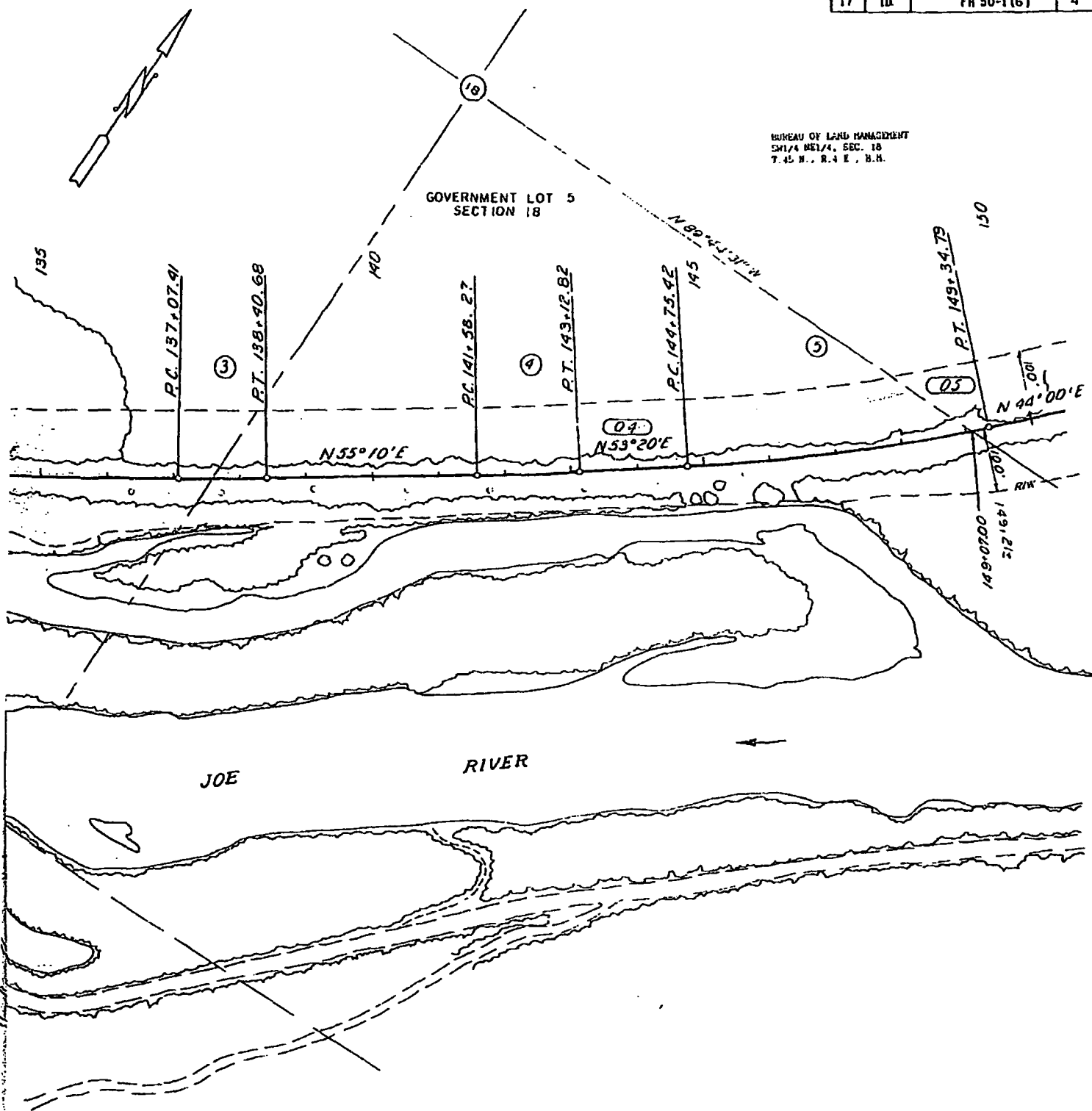


T45N, R4E B.M.

REG.	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1(6)	4	24

BUREAU OF LAND MANAGEMENT  
S1/4 NE1/4, SEC. 18  
T.45 N., R.4 E., B.M.

GOVERNMENT LOT 5  
SECTION 18



U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DIRECT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO

①  
 $\Delta = 18^{\circ}44'$   
 $D = 3^{\circ}04'49.5''$  C.R.  
 $T = 306.81'$   
 $L = 608.14'$   
 $R = 1860.00'$

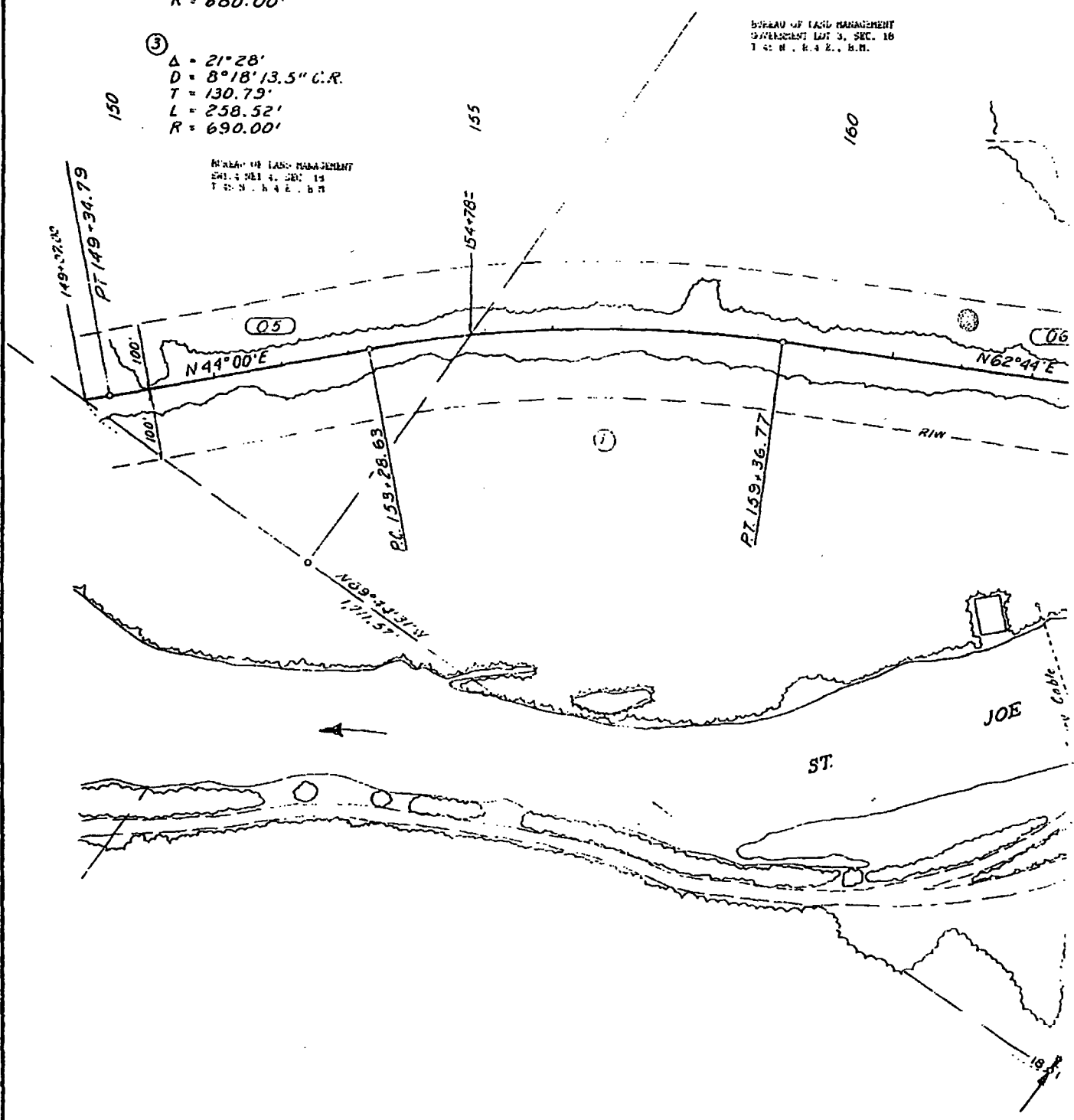
②  
 $\Delta = 35^{\circ}30'$   
 $D = 8^{\circ}25'33.1''$  C.L.  
 $T = 217.67'$   
 $L = 421.32'$   
 $R = 680.00'$

③  
 $\Delta = 21^{\circ}28'$   
 $D = 8^{\circ}18'13.5''$  C.R.  
 $T = 130.79'$   
 $L = 258.52'$   
 $R = 690.00'$

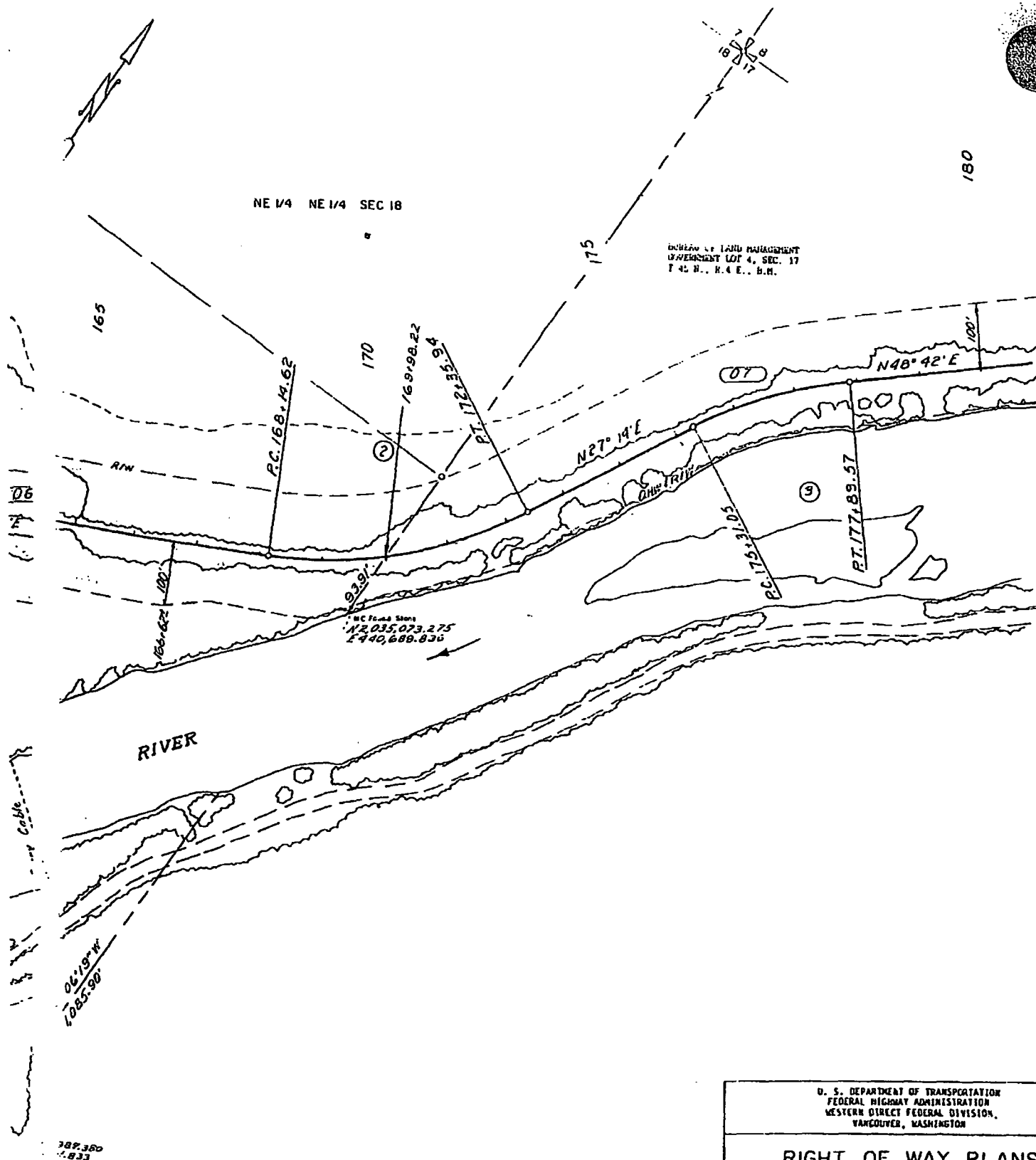
BUREAU OF LAND MANAGEMENT  
 SURVEY LOT 3, SEC. 18  
 T. 42 N., R. 4 E., S. 18 N.

BUREAU OF LAND MANAGEMENT  
 SURVEY LOT 4, SEC. 18  
 T. 42 N., R. 4 E., S. 18 N.

N. Stanley  
 1-85  
 5/2/85  
 JHS



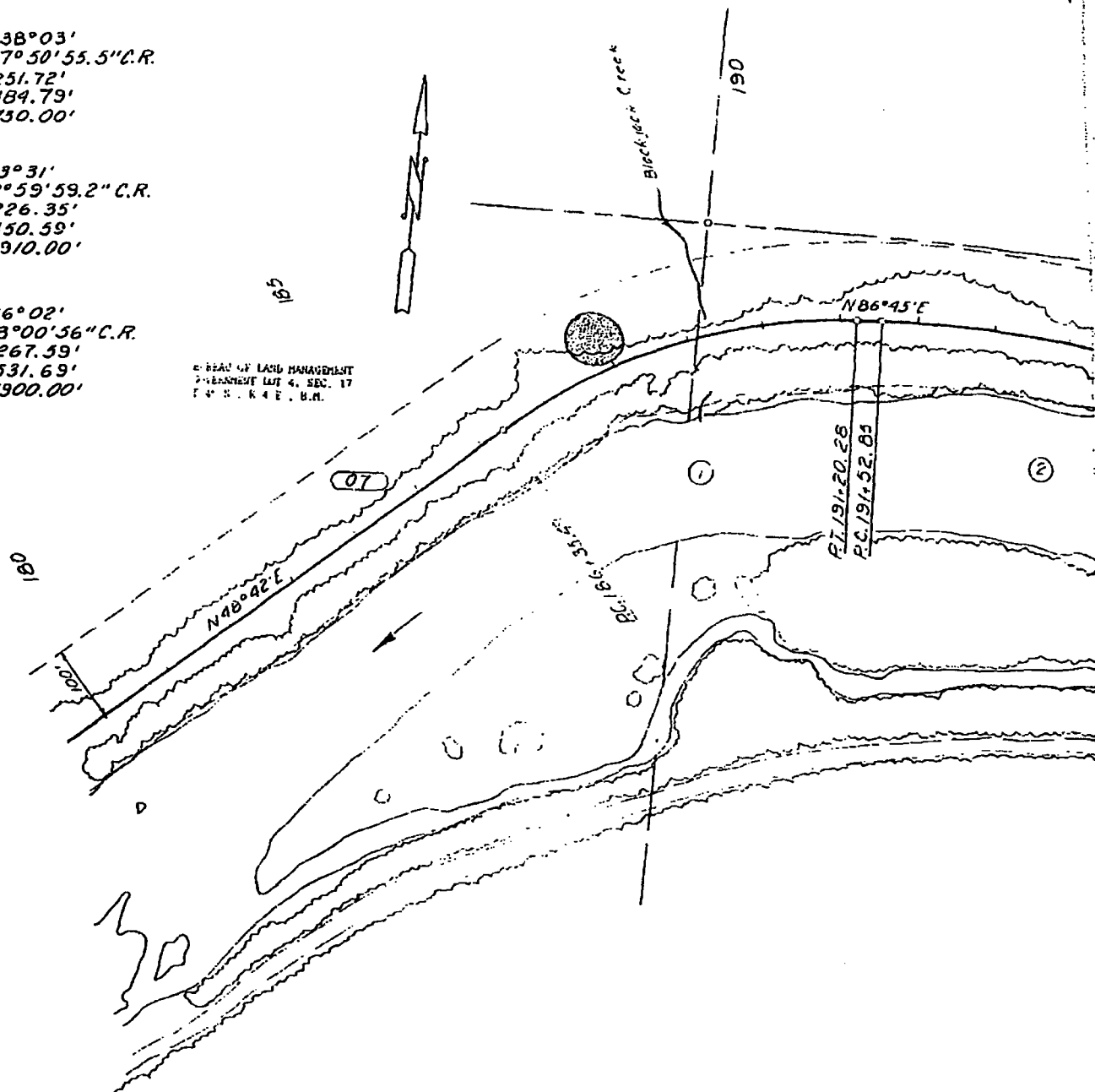
HLG	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID	FH 50-1 (6)	5	24



U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DIRECT FEDERAL DIVISION,  
VANCOUVER, WASHINGTON

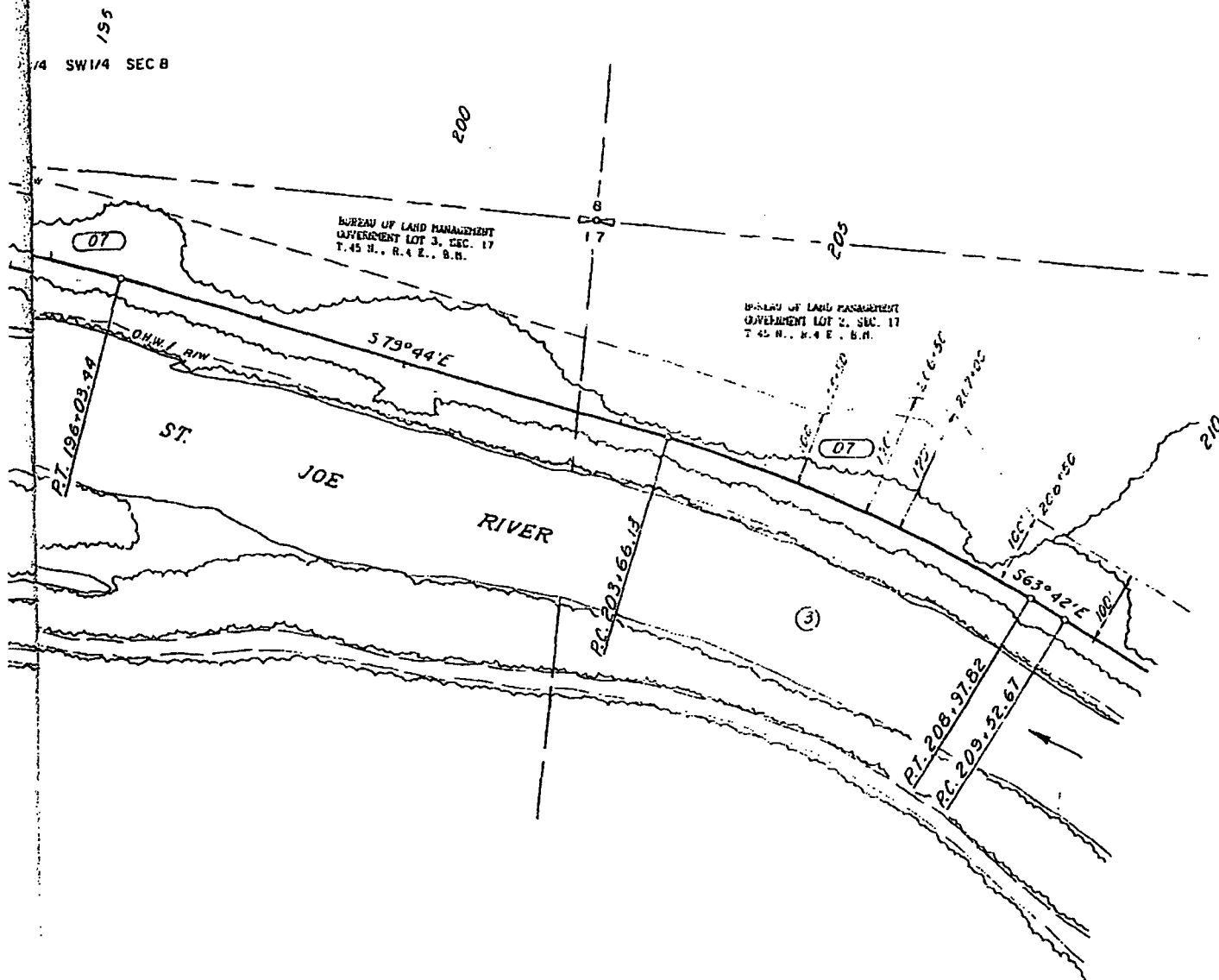
RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO

U. S. DEPT. OF LAND MANAGEMENT  
WASHINGTON, D. C. 20250  
F. O. B. K. 4 E. B. M.



U.S. 1  
Kings  
1000

REG.	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1 (6)	6	24



U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DIRECT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO

③

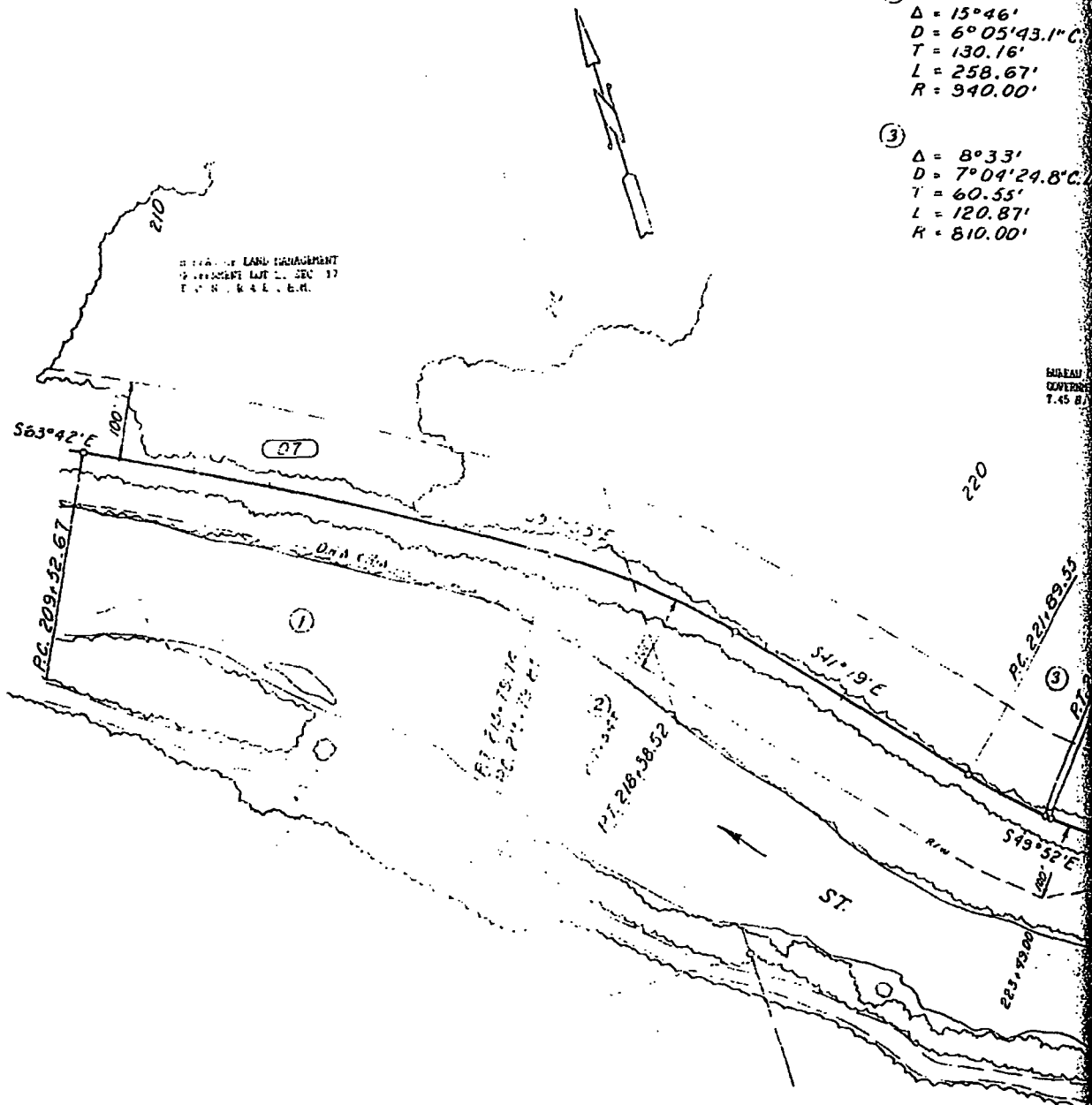
$\Delta = 6^{\circ}37'$   
 $D = 1^{\circ}03'18.6''C$   
 $T = 313.88'$   
 $L = 627.07'$   
 $R = 5430.60'$

②

$\Delta = 15^{\circ}46'$   
 $D = 6^{\circ}05'43.1''C$   
 $T = 130.16'$   
 $L = 258.67'$   
 $R = 340.00'$

①

$\Delta = 8^{\circ}33'$   
 $D = 7^{\circ}04'24.8''C$   
 $T = 60.55'$   
 $L = 120.87'$   
 $R = 810.00'$



1. SIGNATURE  
2. NAME  
3. DATE

R4E B.M.

REG	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1 (6)	7	24

④  
 $\Delta = 25^{\circ}47'45''$   
 $D = 9^{\circ}14'28.5''$  C.L.  
 $T = 141.98'$   
 $L = 279.14'$   
 $R = 620.00'$

⑦  
 $\Delta = 2^{\circ}16'$   
 $D = 0^{\circ}44'35.3''$  C.R.  
 $T = 152.53'$   
 $L = 305.01'$   
 $R = 7710.00'$

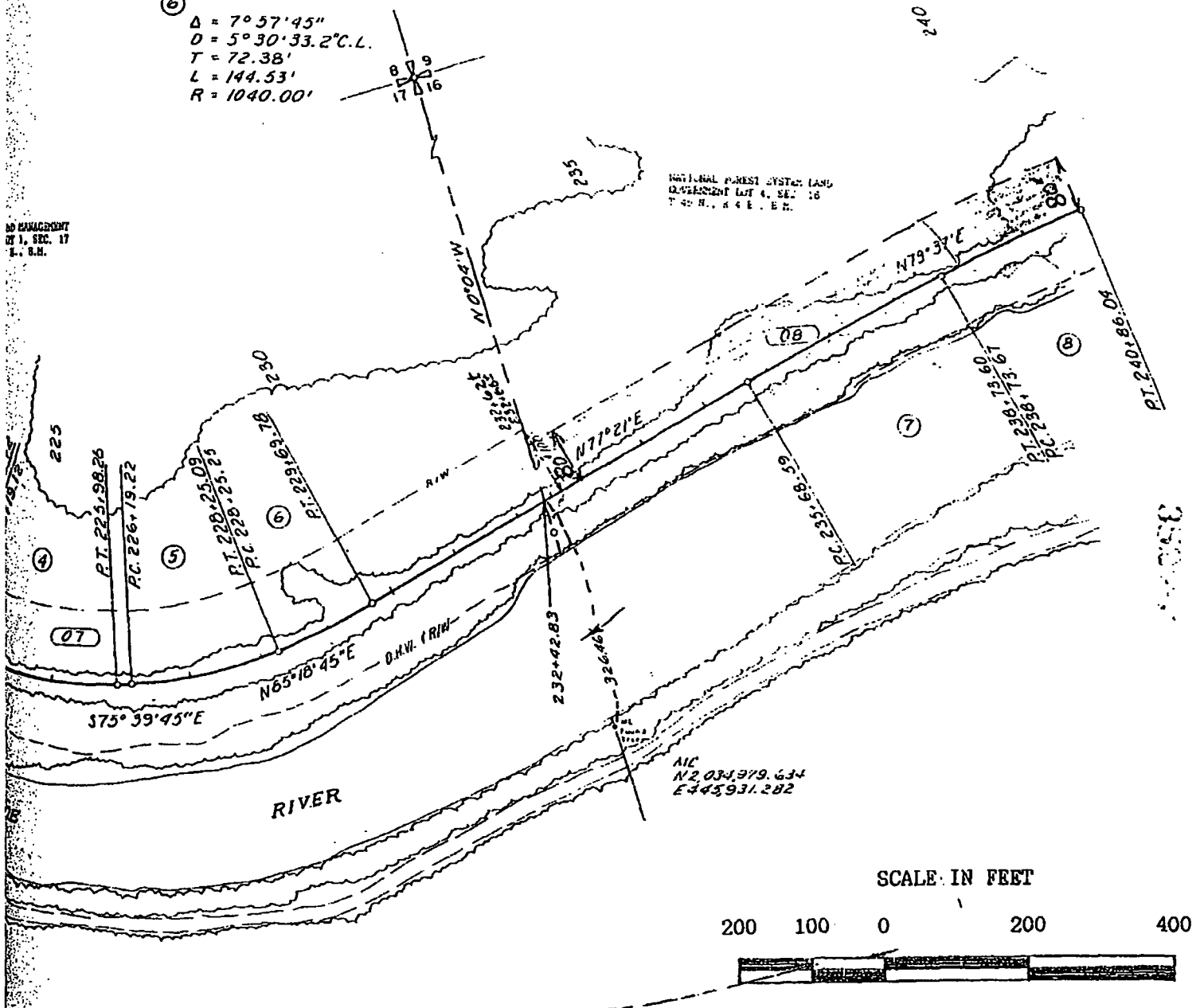
⑤  
 $\Delta = 19^{\circ}01'30''$   
 $D = 9^{\circ}14'28.5''$  C.L.  
 $T = 103.89'$   
 $L = 205.87'$   
 $R = 620.00'$

⑧  
 $\Delta = 5^{\circ}31'$   
 $D = 2^{\circ}45'16.6''$  C.R.  
 $T = 106.28'$   
 $L = 212.37'$   
 $R = 2080.00'$

⑥  
 $\Delta = 7^{\circ}57'45''$   
 $D = 5^{\circ}30'33.2''$  C.L.  
 $T = 72.38'$   
 $L = 144.53'$   
 $R = 1040.00'$

NO MANAGEMENT  
 OF 1, SEC. 17  
 S. B.M.

NATIONAL FOREST SYSTEM LAND  
 QUANTITIES LOT 4, SEC. 18  
 T. 40 N., R. 4 E., E. 1/4



SCALE IN FEET

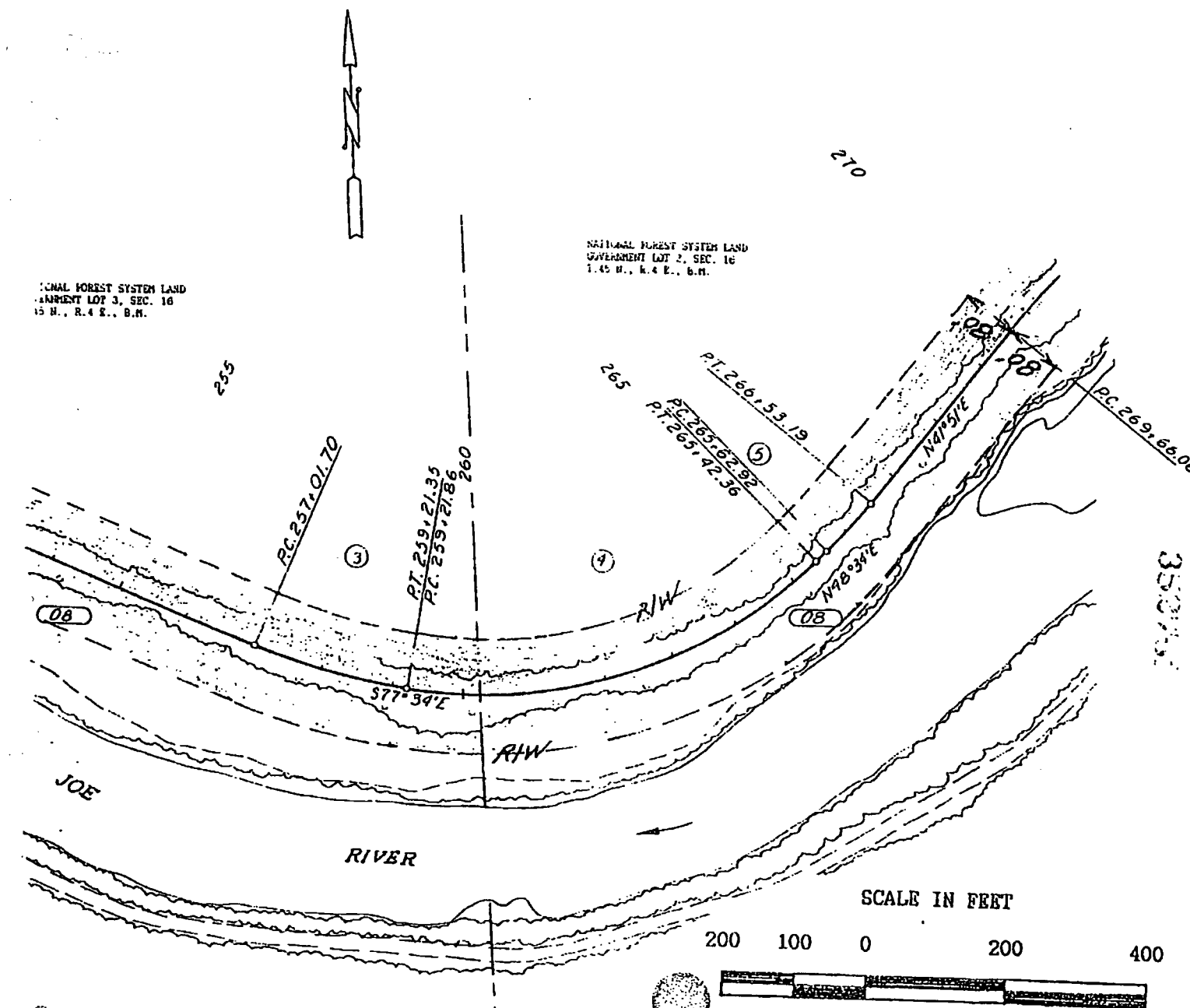
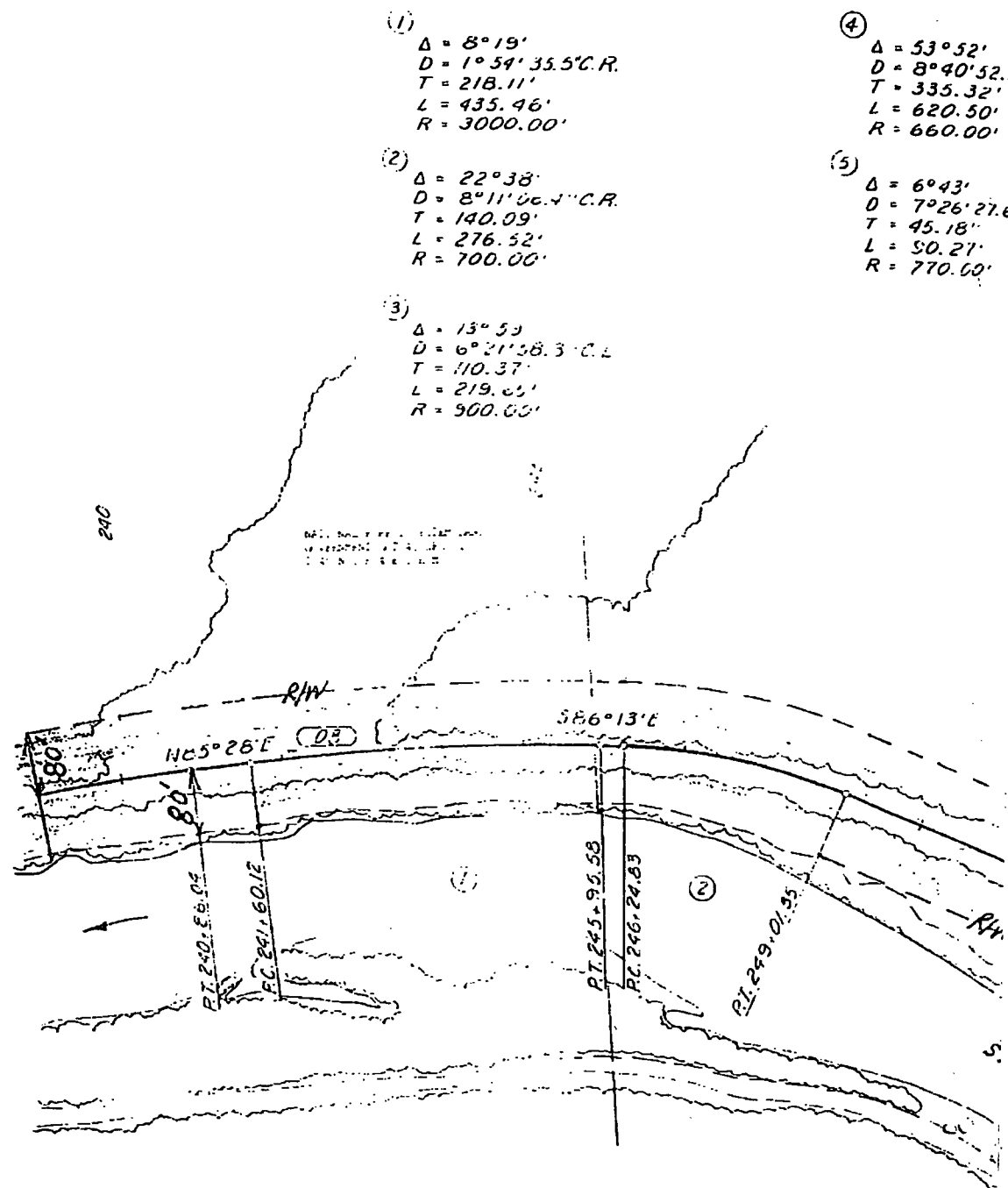
200 100 0 200 400

U. S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION  
 WESTERN DIRECT FEDERAL DIVISION  
 VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
 ST. JOE RIVER ROAD  
 SHOSHONE COUNTY  
 IDAHO

7

REG	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FM 50-1(6)	8	24



U. S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION  
 WESTERN DISTRICT FEDERAL DIVISION  
 VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
 ST. JOE RIVER ROAD  
 SHOSHONE COUNTY  
 IDAHO



T 45 N, R 4 E B.M.

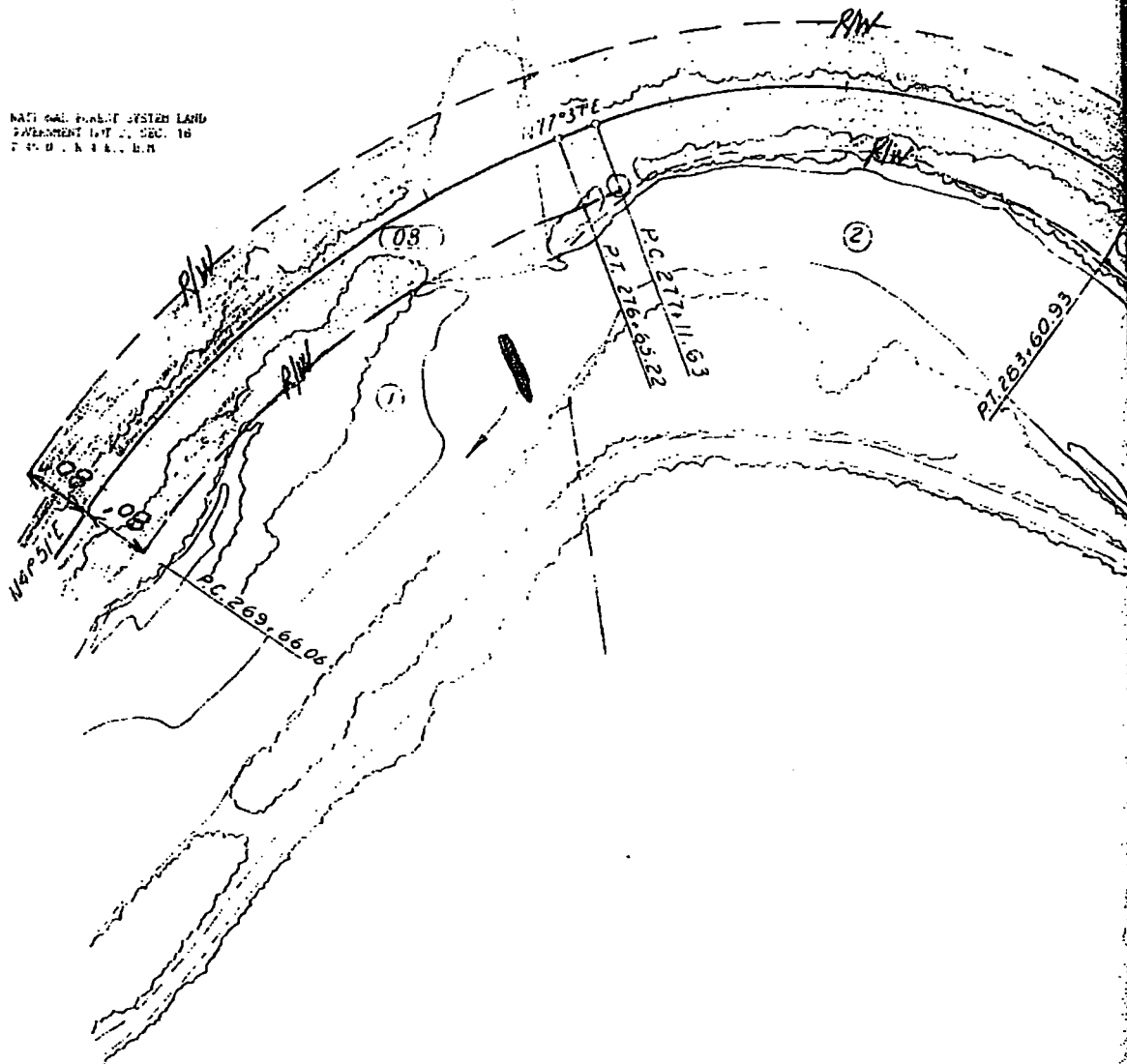
280

NATIONAL FOREST SYSTEM LAND  
SPRINGFIELD TWP 1, SEC. 16  
T 45 N., R 4 E., B.M.

215

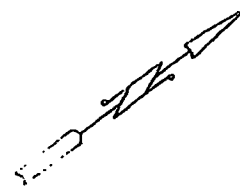
NATIONAL FOREST SYSTEM LAND  
SPRINGFIELD TWP 1, SEC. 16  
T 45 N., R 4 E., B.M.

270



1-85  
W. Shady  
S. 20 E.  
S. 10 E.





GOVERNMENT LOT 2  
SECTION 15

305

①  
 $\Delta = 13^{\circ}51'$   
 $D = 2^{\circ}14'48.8''$  C.L.  
 $T = 309.71'$   
 $L = 616.41'$   
 $R = 2550.00'$

300

PT. 300, 13.06

PC 309, 51.91

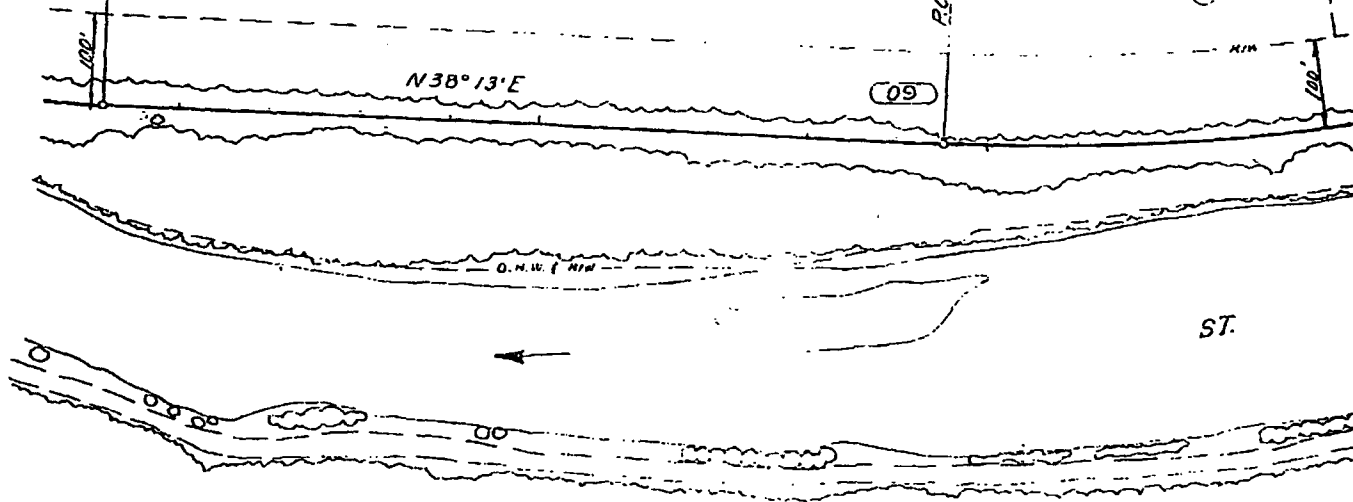
01E

314.00

N38°13'E

09

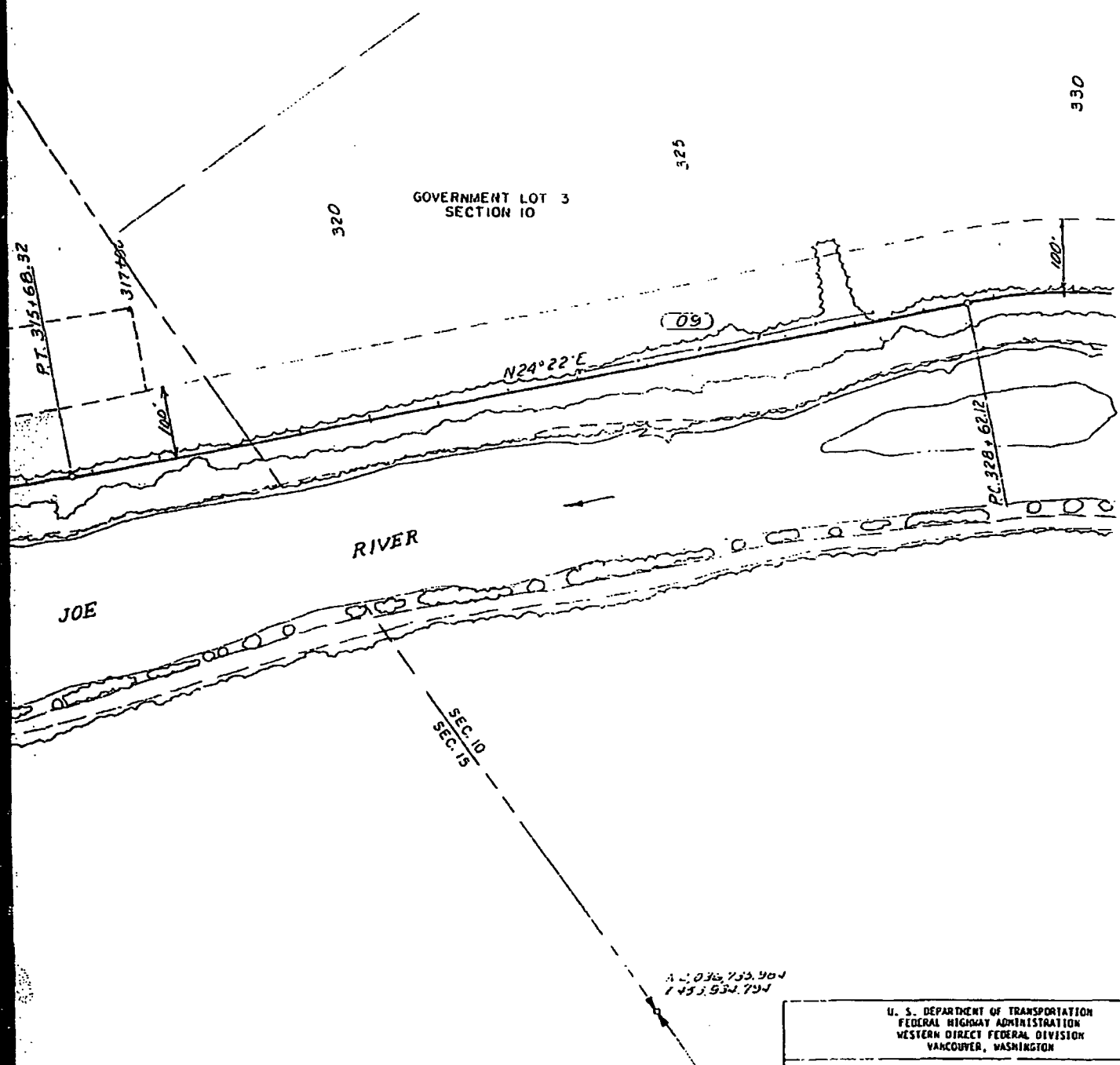
W. S. and Son  
 1-83  
 after  
 2/15



ST.

RLG.	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1 (6)	10	24

SW 1/4 SW 1/4 SEC 10



U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DIRECT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO

②

$\Delta = 51^{\circ} 38'$   
 $D = 6^{\circ} 54' 11.2'' \text{ C.R.}$   
 $T = 401.54'$   
 $L = 747.97'$   
 $R = 830.00'$

GOVERNMENT LOT 1  
SECTION 10

GOVERNMENT LOT 2  
SECTION 10

GOVERNMENT LOT 3  
SECTION 10

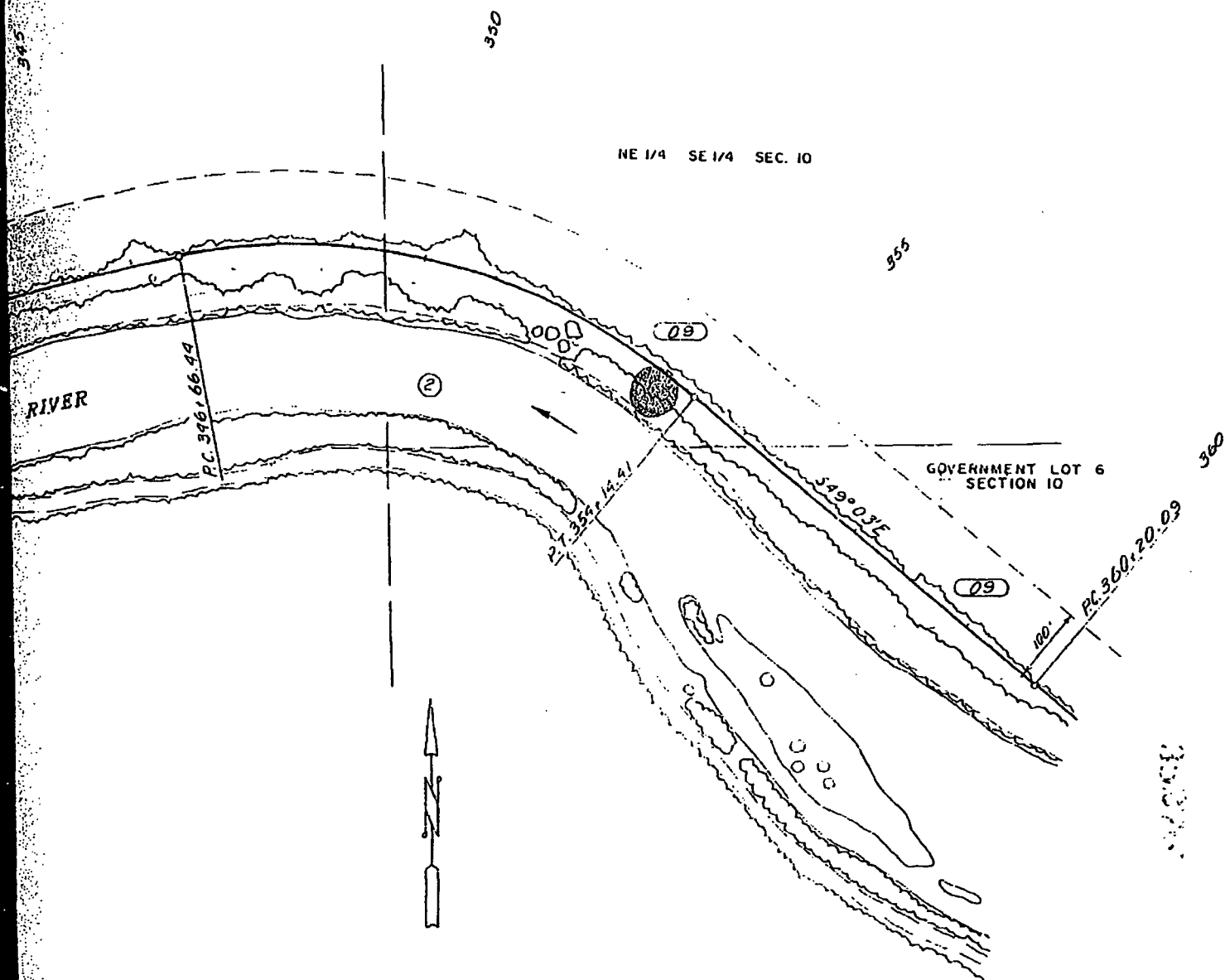
N 79° 19' E

JOE

ST

E. B.M.

REG.	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FK 50-1(6)	11	24



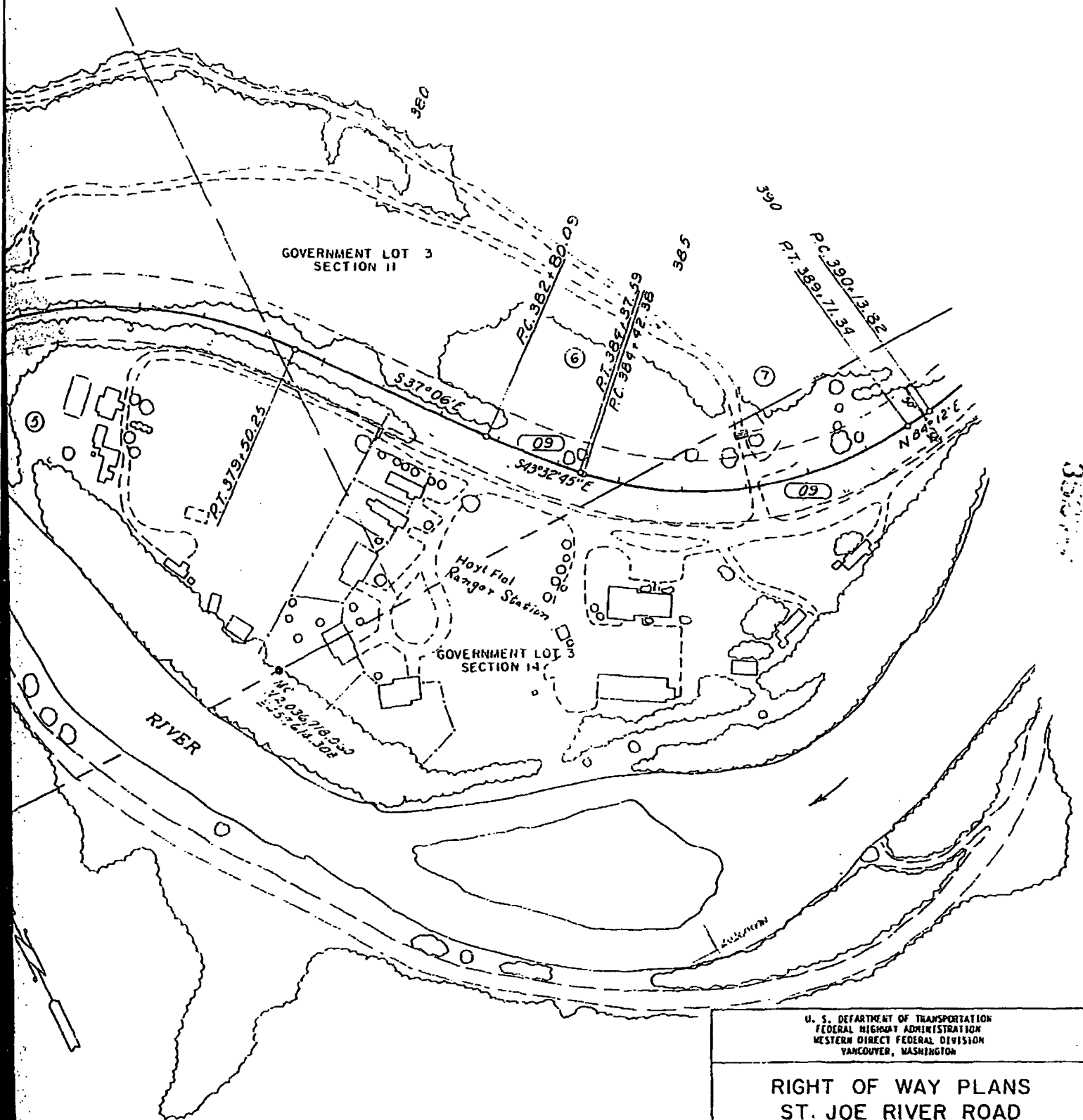
U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DIRECT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO



R4E B.M.

REL	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID	FH 50-1(6)	12	24



U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DIRECT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

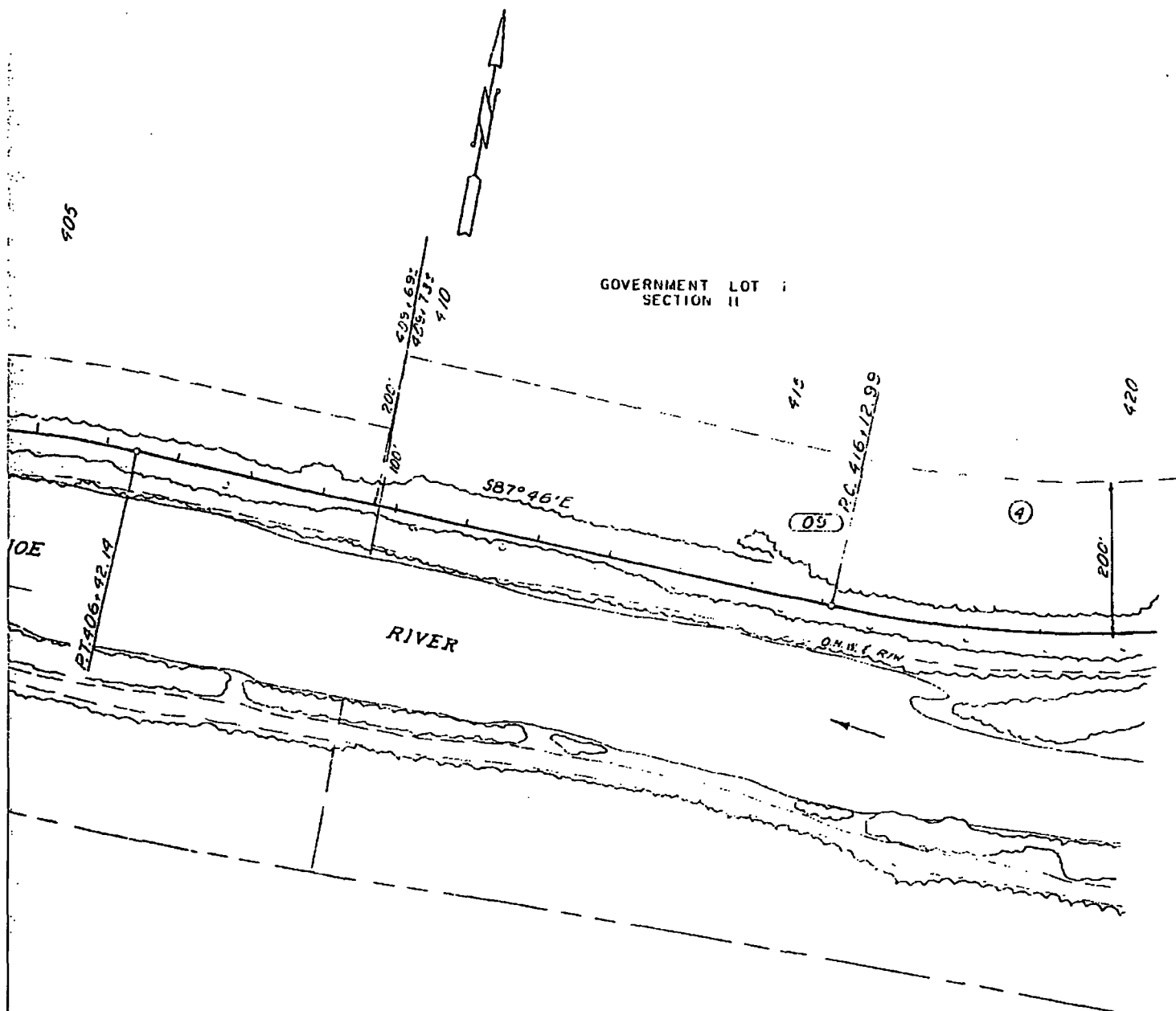
RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO





JOE

62



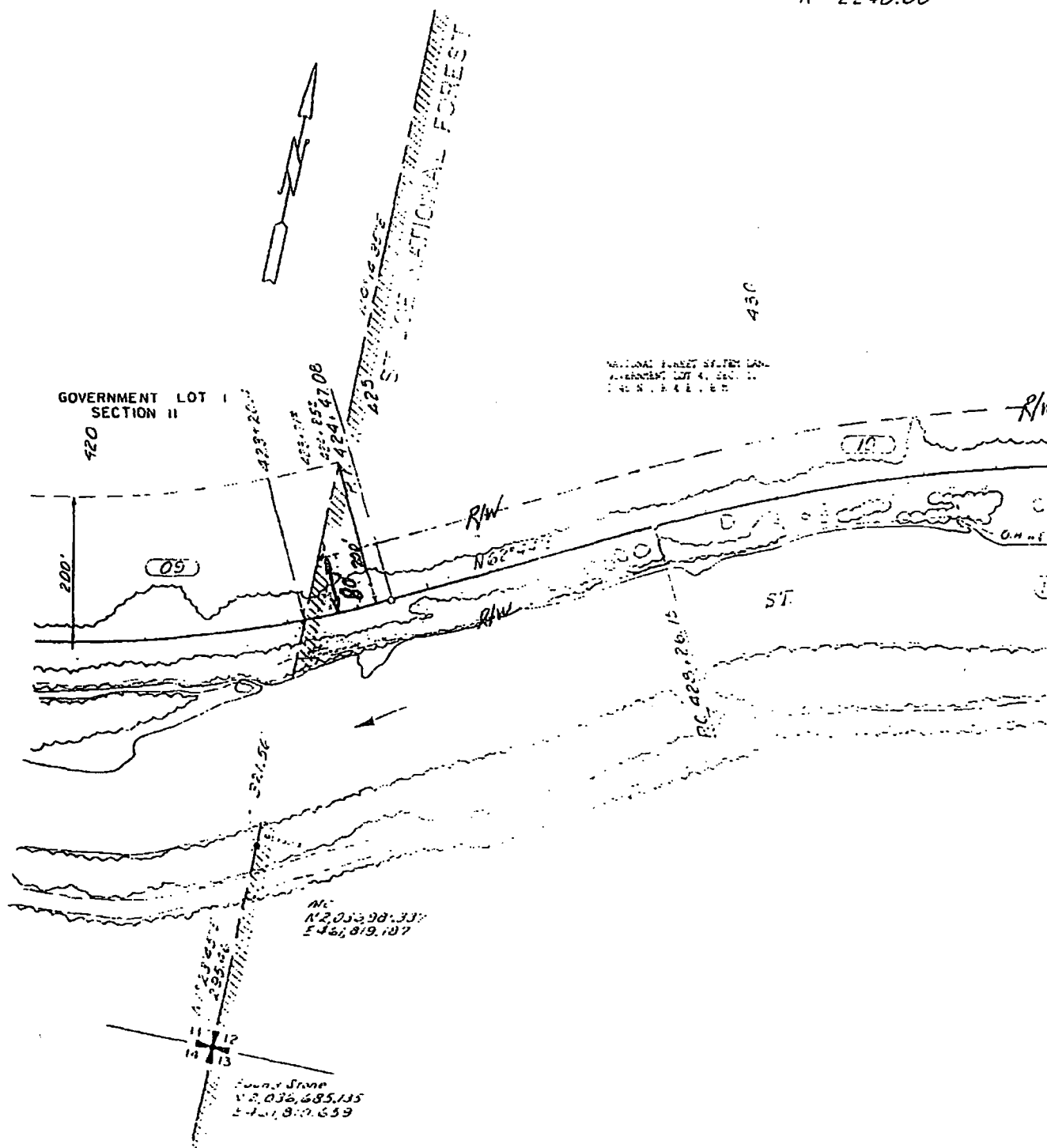
U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DIRECT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO

5

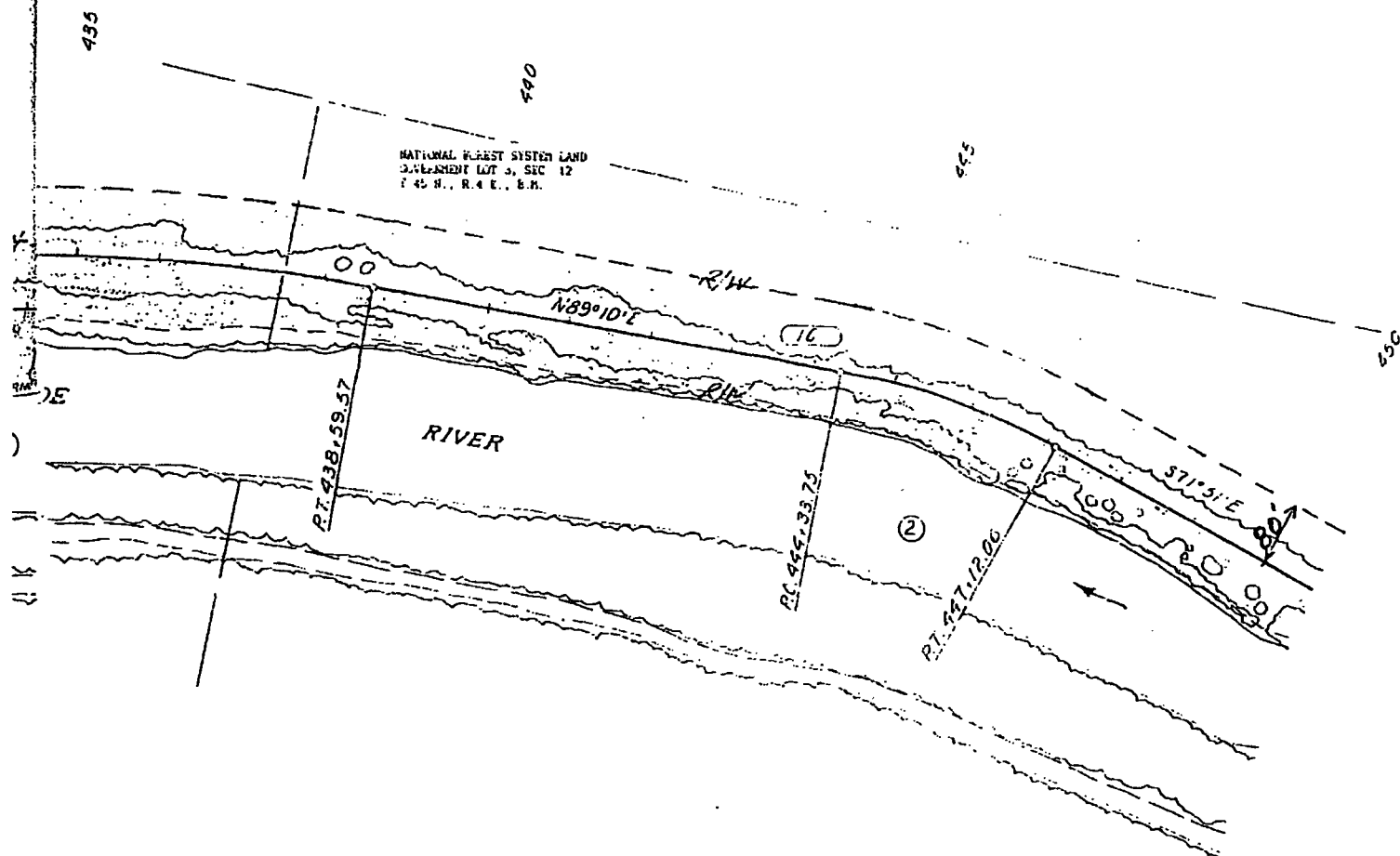
(1)

$\Delta = 26^{\circ} 26'$   
 $D = 2^{\circ} 33' 28.3'' \text{ C.R.}$   
 $T = 526.07'$   
 $L = 1033.42'$   
 $K = 2240.00'$



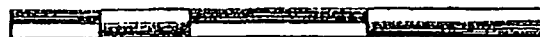
$\Delta = 18^{\circ} 59'$   
 $D = 6^{\circ} 49' 15.3'' \text{C.R.}$   
 $T = 140.44'$   
 $L = 278.31'$   
 $R = 840.00'$

REG	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1 (G)	14	24



SCALE IN FEET

200      100      0                      200                      400

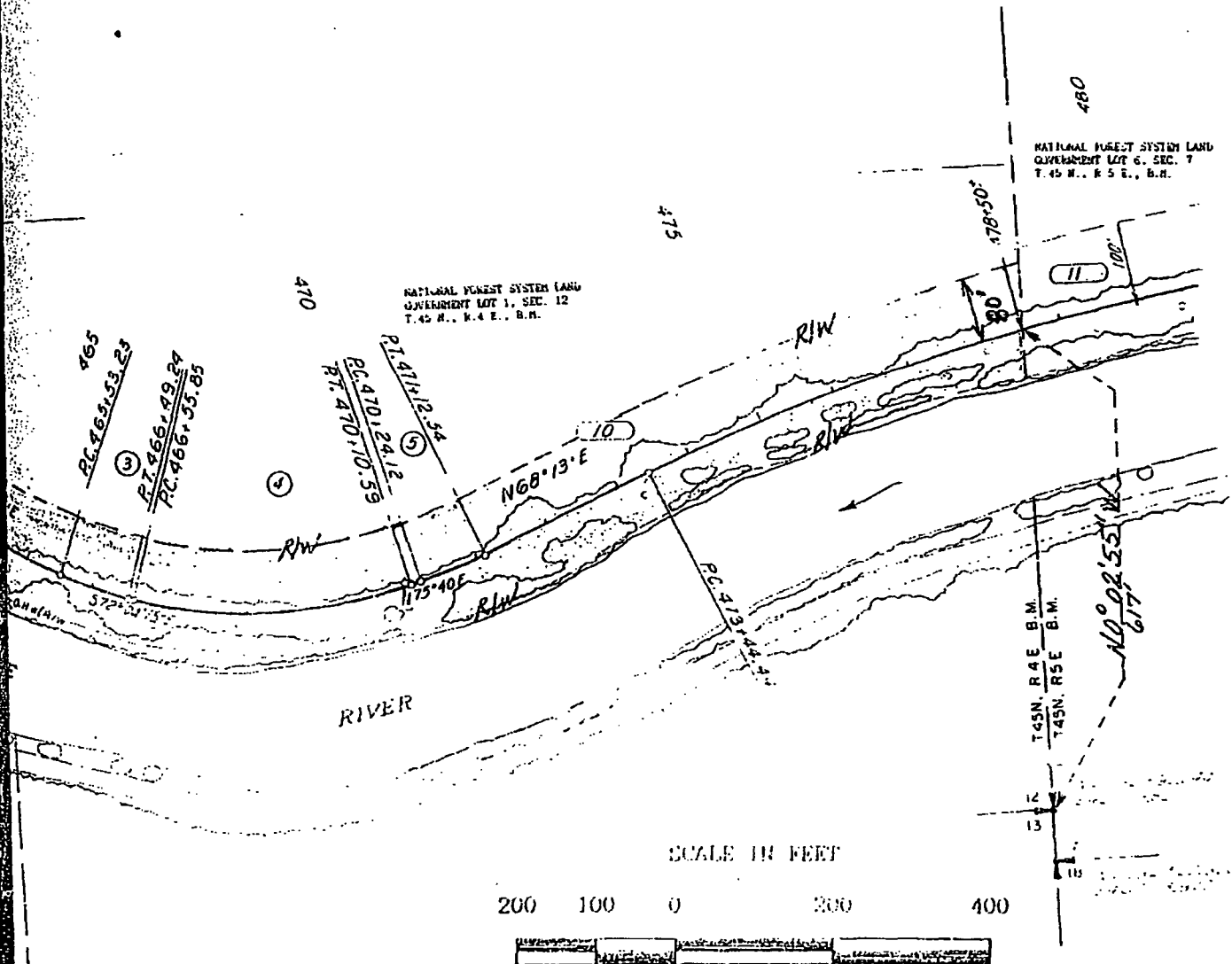


U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DISTRICT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO



REG.	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	10	FH 50-1 (6)	15	24



U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DISTRICT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

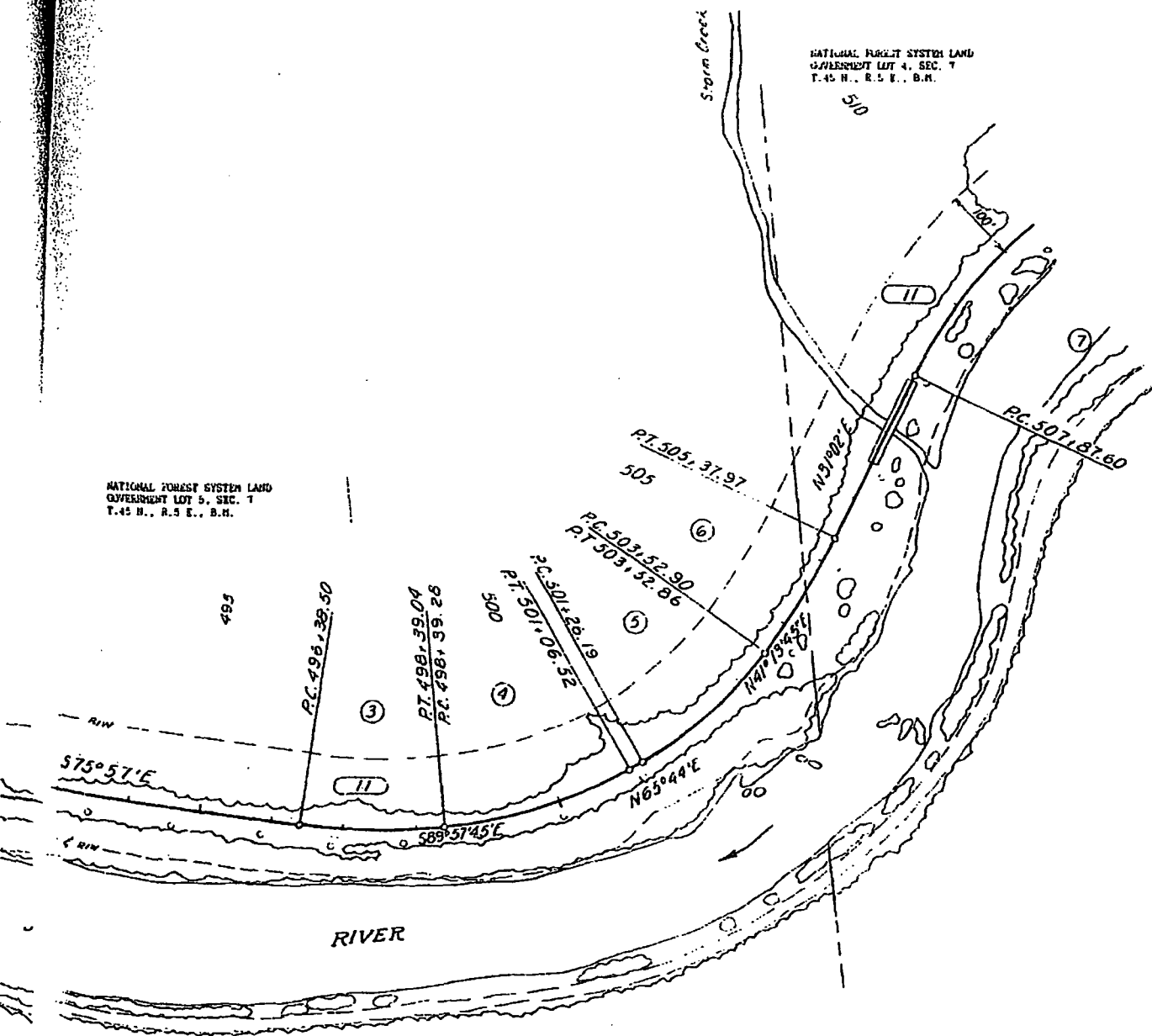
RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO

ST JOE NATIONAL

REG.	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1 (6)	16	24

NATIONAL FOREST SYSTEM LAND  
GOVERNMENT LOT 5, SEC. 7  
T. 45 N., R. 5 E., B.M.

NATIONAL FOREST SYSTEM LAND  
GOVERNMENT LOT 4, SEC. 7  
T. 45 N., R. 5 E., B.M.



U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DIRECT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO

ST

16



T45N.

①  
 $\Delta = 10^{\circ}57'30''$   
 $D = 7^{\circ}04'24.8''$  C.R.  
 $T = 77.70'$   
 $L = 154.92'$   
 $R = 810.00'$

④  
 $\Delta = 17^{\circ}52'$   
 $D = 5^{\circ}09'42.4''$  C.R.  
 $T = 174.48'$   
 $L = 346.13'$   
 $R = 1110.00'$

⑦  
 $\Delta = 12^{\circ}28'$   
 $D = 7^{\circ}38'22''$  C.R.  
 $T = 81.92'$   
 $L = 163.19'$   
 $R = 750.00'$

②  
 $\Delta = 6^{\circ}31'15''$   
 $D = 2^{\circ}45'16.6''$  C.R.  
 $T = 118.49'$   
 $L = 236.72'$   
 $R = 2080.00'$

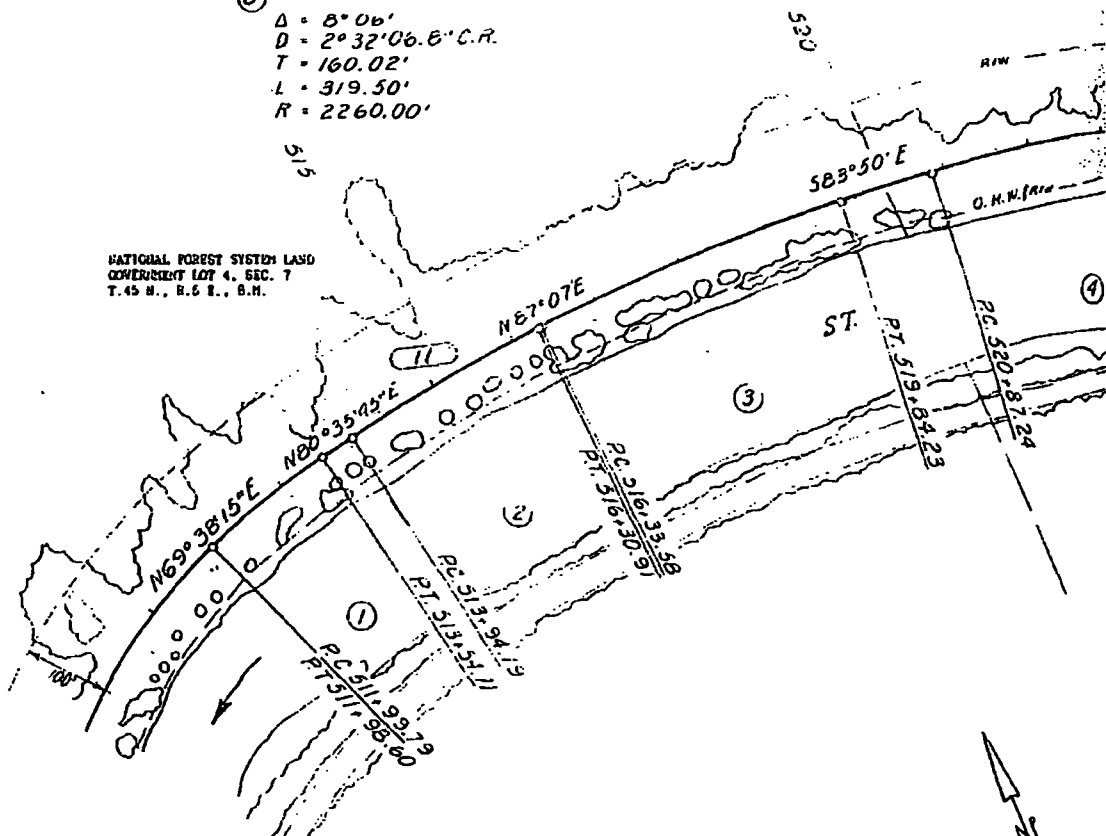
⑤  
 $\Delta = 20^{\circ}01'$   
 $D = 8^{\circ}04'11.4''$  C.R.  
 $T = 125.30'$   
 $L = 248.04'$   
 $R = 710.00'$

⑧  
 $\Delta = 20^{\circ}14'$   
 $D = 9^{\circ}14'28.5''$  C.R.  
 $T = 110.62'$   
 $L = 218.95'$   
 $R = 620.00'$

③  
 $\Delta = 9^{\circ}03'$   
 $D = 2^{\circ}34'51.2''$  C.R.  
 $T = 175.69'$   
 $L = 350.65'$   
 $R = 2220.00'$

⑥  
 $\Delta = 8^{\circ}06'$   
 $D = 2^{\circ}32'06.6''$  C.R.  
 $T = 160.02'$   
 $L = 319.50'$   
 $R = 2260.00'$

NATIONAL FOREST SYSTEM LAND  
 GOVERNMENT LOT 4, SEC. 7  
 T. 45 N., R. 6 E., S. 8 N.



W. Standley  
 1-65  
 445  
 8/15  
 D.C.M.

ST JOE NATION

E. B.M. ⑨

Δ = 11°19'  
 D = 3°30'59.3" C.R.  
 T = 161.50'  
 L = 321.95'  
 R = 1630.00'

REG.	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1(6)	17	24

525

530

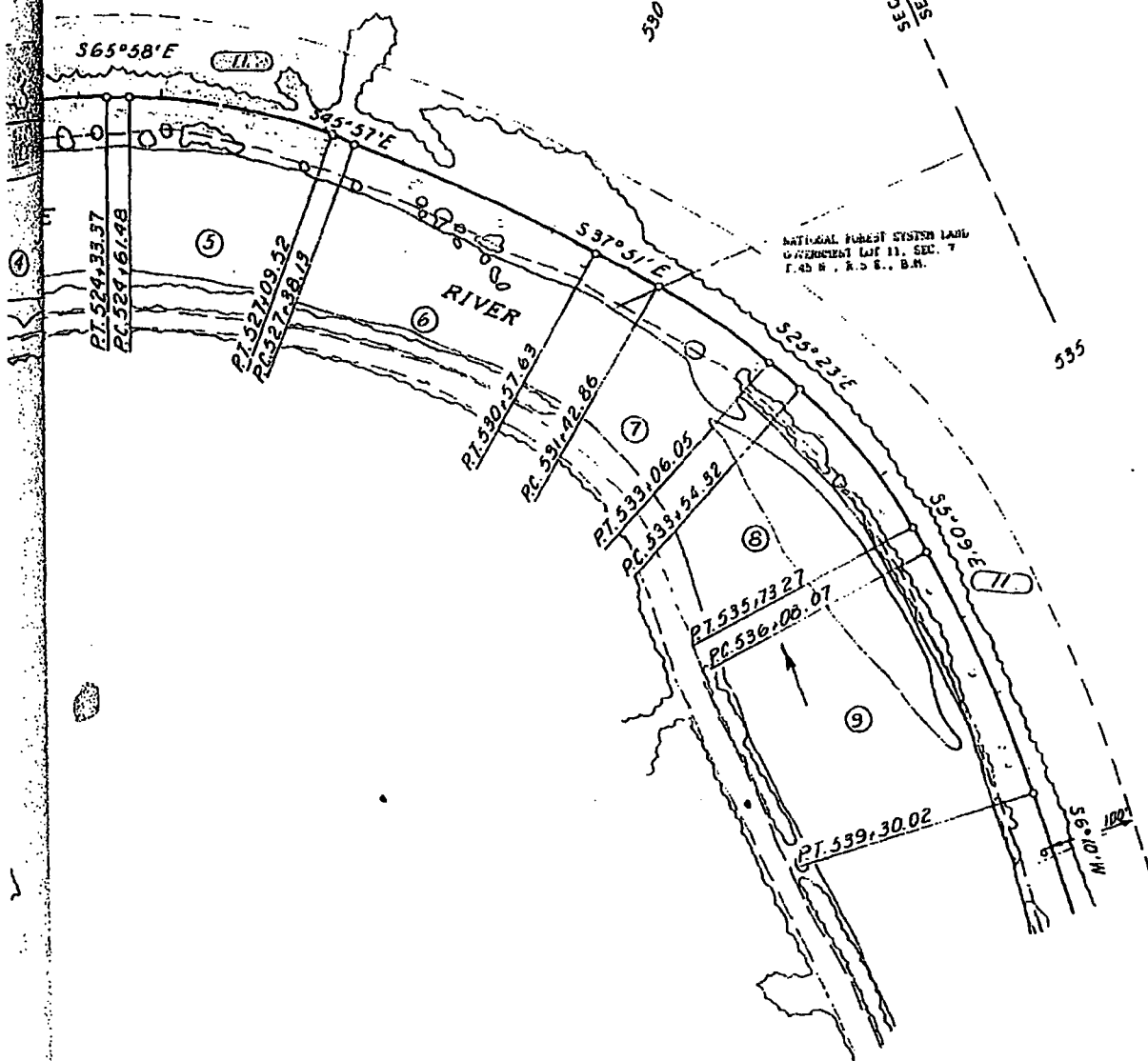
8 C.E.S.  
 7 C.E.S.

535

540

NATIONAL FOREST SYSTEM LAND  
 SECTION 3, SEC. 7  
 T.45 N., R.3 E., B.M.

NATIONAL FOREST SYSTEM LAND  
 SECTION 11, SEC. 7  
 T.45 N., R.3 E., B.M.



ON - FOREST

U. S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION  
 WESTERN DIRECT FEDERAL DIVISION  
 VANCOUVER, WASHINGTON

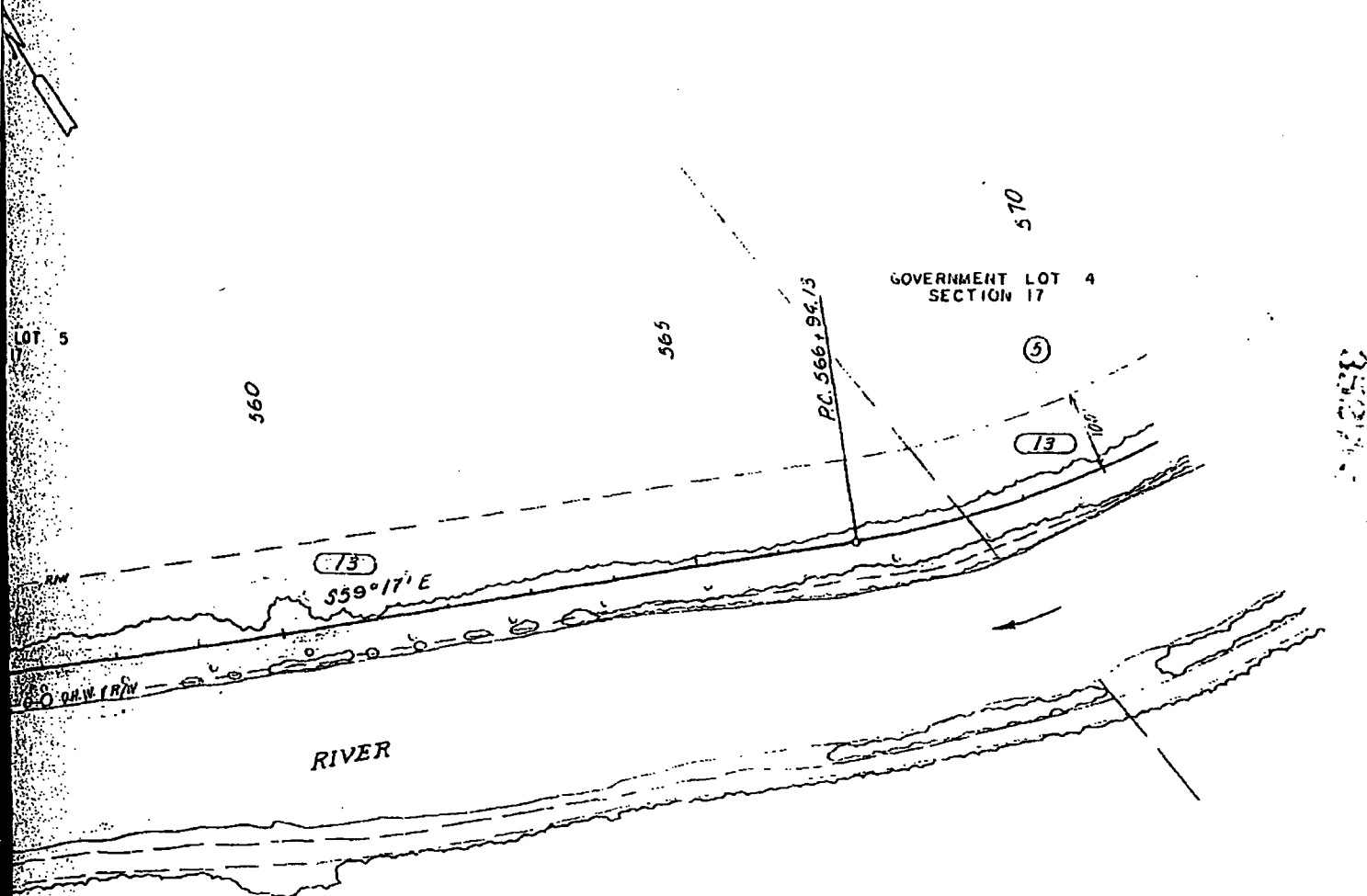
RIGHT OF WAY PLANS  
 ST. JOE RIVER ROAD  
 SHOSHONE COUNTY  
 IDAHO

17



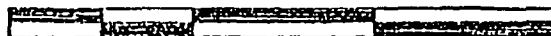
R5E B.M.

REG.	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1(6)	16	24



SCALE IN FEET

200 100 0 200 400



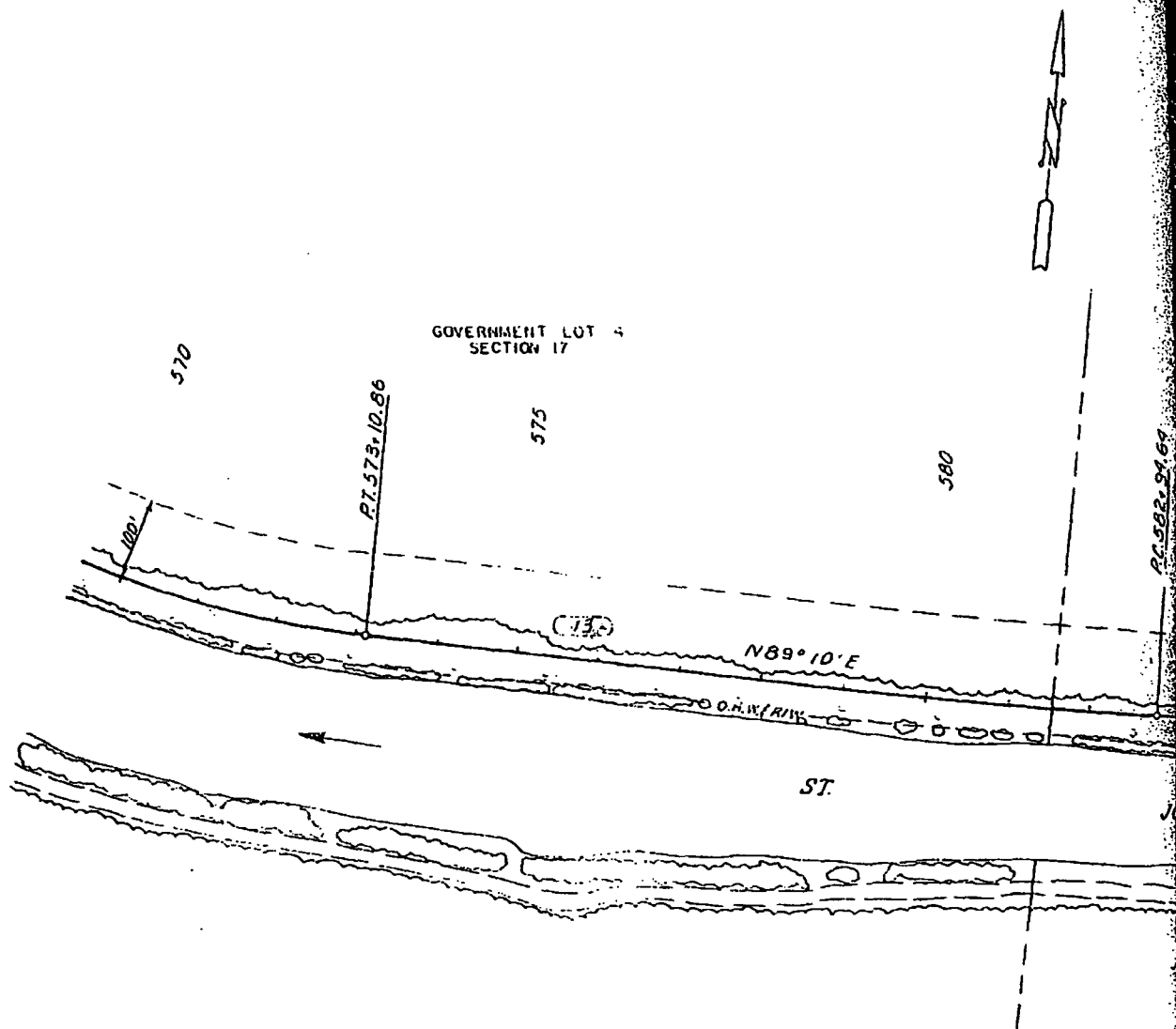
U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DIRECT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO

1  
 $\Delta = 25^{\circ}53'$   
 $D = 3^{\circ}01'53.5''$  C.L.  
 $T = 434.31'$   
 $L = 853.81'$   
 $R = 1890.00'$

2  
 $\Delta = 36^{\circ}11'$   
 $D = 5^{\circ}58'05.9''$  C.L.  
 $T = 313.62'$   
 $L = 606.26'$   
 $R = 960.00'$

W. Stender  
 2/15  
 2/15  
 2/15

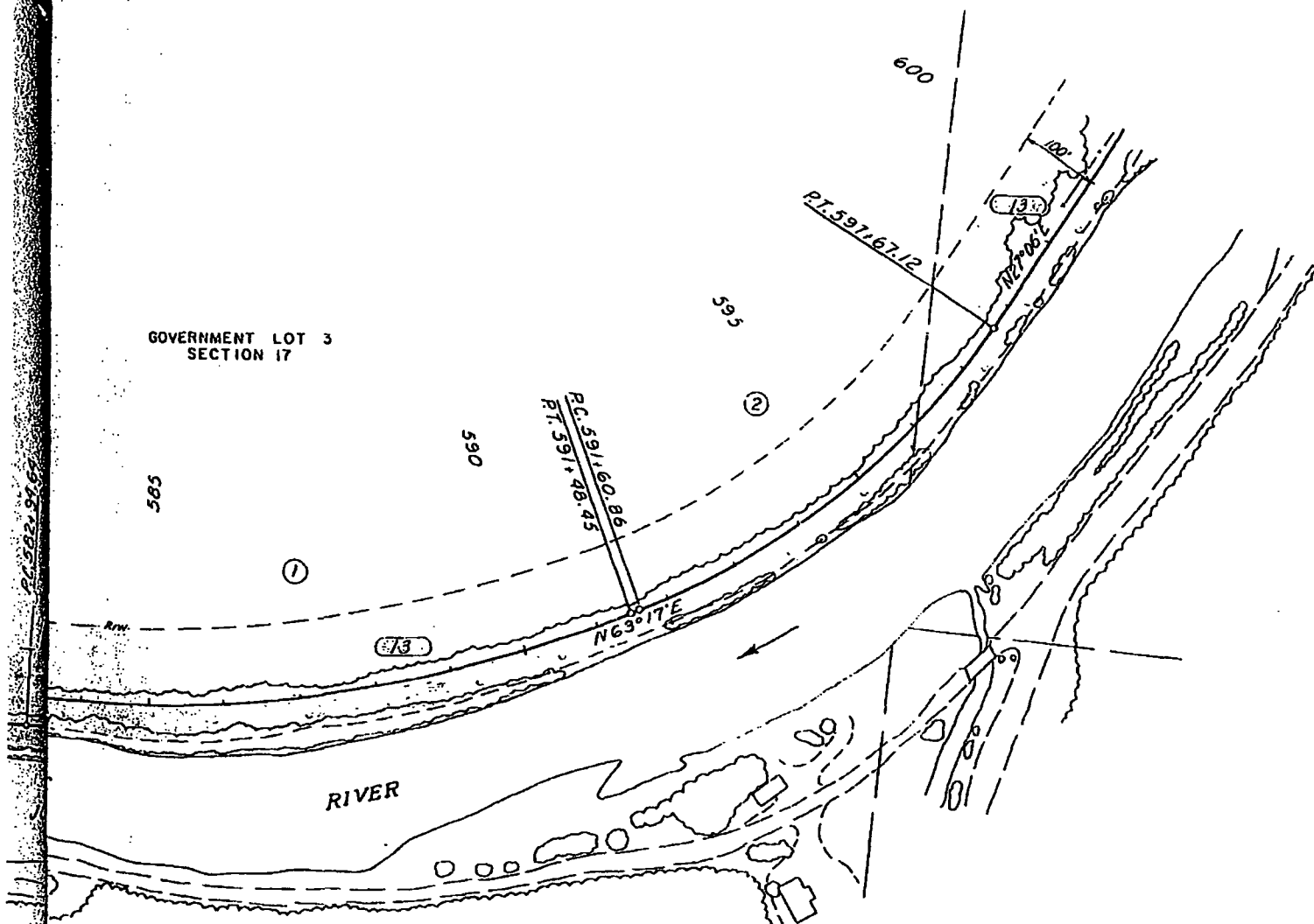


5E B.M.

REG	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1(6)	19	24

GOVERNMENT LOT 2  
SECTION 17

GOVERNMENT LOT 3  
SECTION 17



U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DIRECT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO

19

①  
 $\Delta = 31^{\circ}22'$   
 $D = 5^{\circ}27'24.3''$  C.R.  
 $T = 294.81'$   
 $L = 574.82'$   
 $R = 1050.00'$

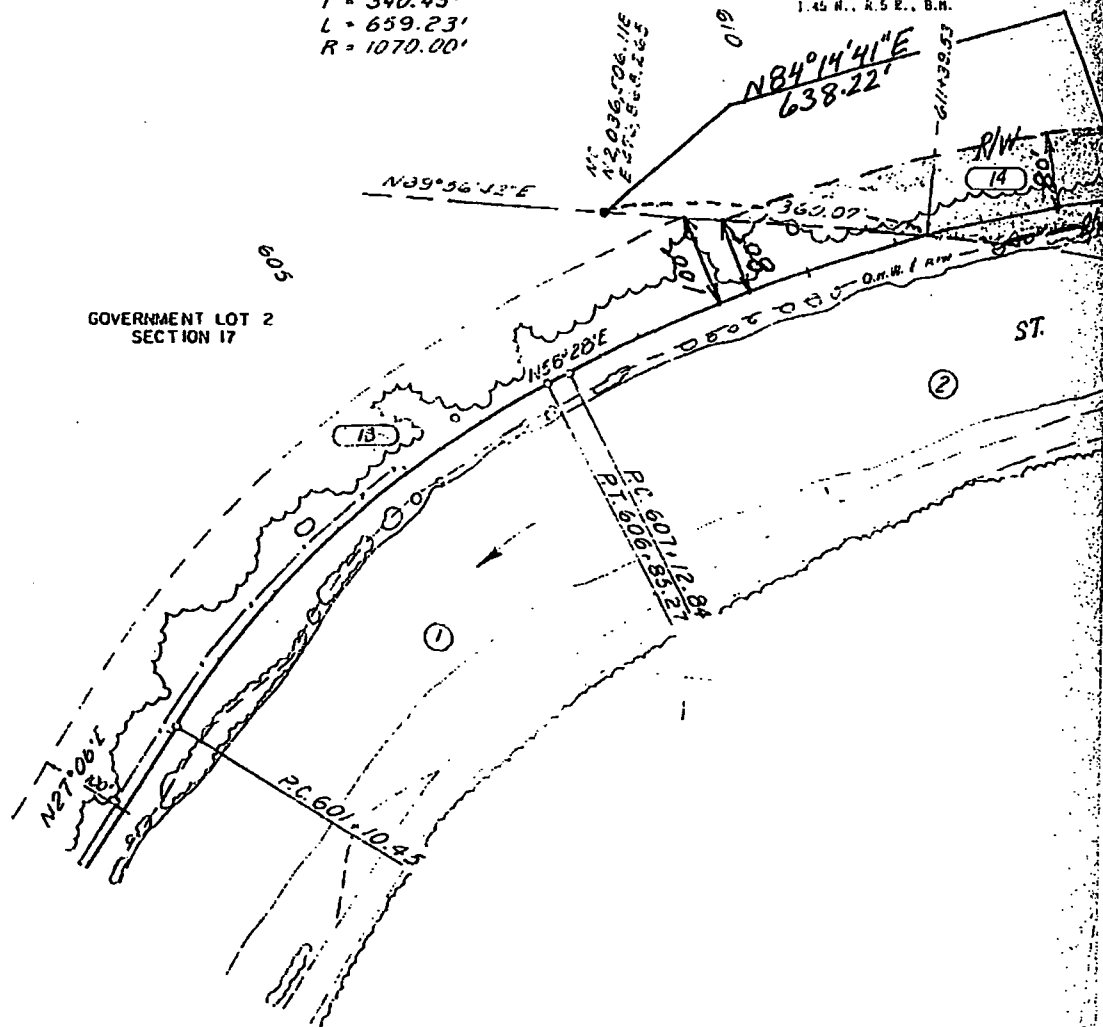
②  
 $\Delta = 22^{\circ}35'$   
 $D = 3^{\circ}05'49.4''$  C.R.  
 $T = 369.39'$   
 $L = 729.18'$   
 $R = 1850.00'$

③  
 $\Delta = 16^{\circ}01'$   
 $D = 3^{\circ}17'34.3''$  C.R.  
 $T = 244.80'$   
 $L = 486.41'$   
 $R = 1740.00'$

④  
 $\Delta = 35^{\circ}18'$   
 $D = 5^{\circ}21'17.1''$  C.R.  
 $T = 340.45'$   
 $L = 659.23'$   
 $R = 1070.00'$

NATIONAL FOREST SYSTEM LAND  
 GOVERNMENT LOT 1, SEC. 8  
 1.45 N., R. 5 E., B.M.

GOVERNMENT LOT 2  
 SECTION 17



ST JOE NATI

W. Standley  
 1.05  
 6/15/55  
 D. L. L.

5E B.M.

REG	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1(6)	20	24

NATIONAL FOREST SYSTEM LAND  
GOVERNMENT LOT 1, SEC. 9  
T.45 N., R.5 E., B.M.

Centerline station 622+94.7  
lies S 89°58'25"W, 4.407' from  
the Northeast corner of  
Sec. 16. T.45 N., R.5 E., B.M.

PROJECTED

NATIONAL FOREST SYSTEM LAND  
GOVERNMENT LOT 3, SEC. 16  
T.45 N., R.5 E., B.M.

JOE

RIVER

SCALE IN FEET



U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DIRECT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO

20



①

$\Delta = 35^{\circ}35'$   
 $D = 3^{\circ}23'25'' \text{ C.L.}$   
 $T = 509.97'$   
 $L = 990.58'$   
 $R = 1690.00'$

NATIONAL FIREARMS SYSTEM LAND  
GOVERNMENT LOT 3, SEC. 18  
T.45 N., R.5 E., 6.M.

P.C. 630.17.90 630

PT 660-08.48 640

649.212

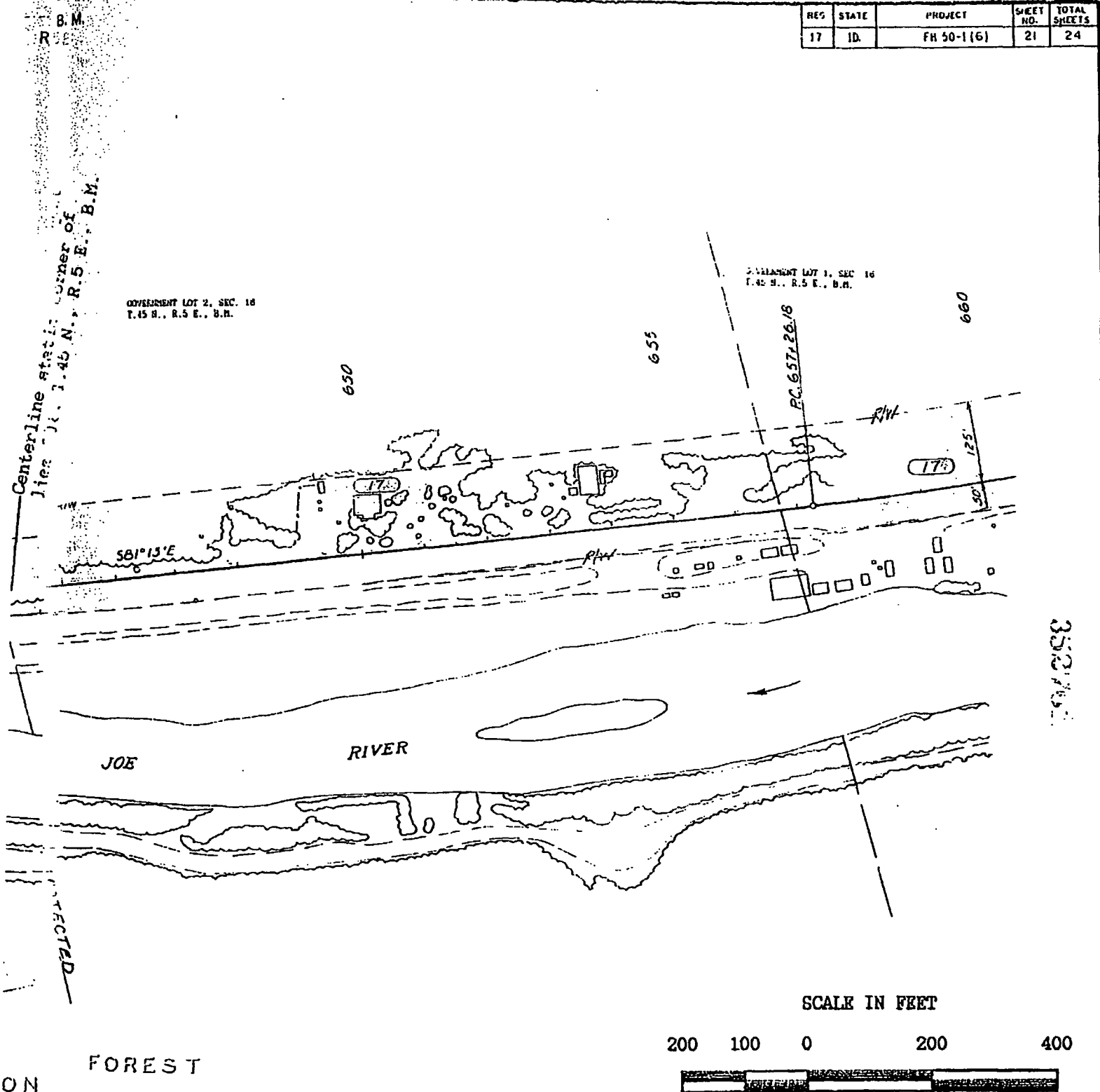
Center.

57

ST JOE NATION

W. Sienclay  
~~S. D. Sienclay~~  
D. Sienclay

REG.	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1 (6)	21	24



U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DIRECT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO

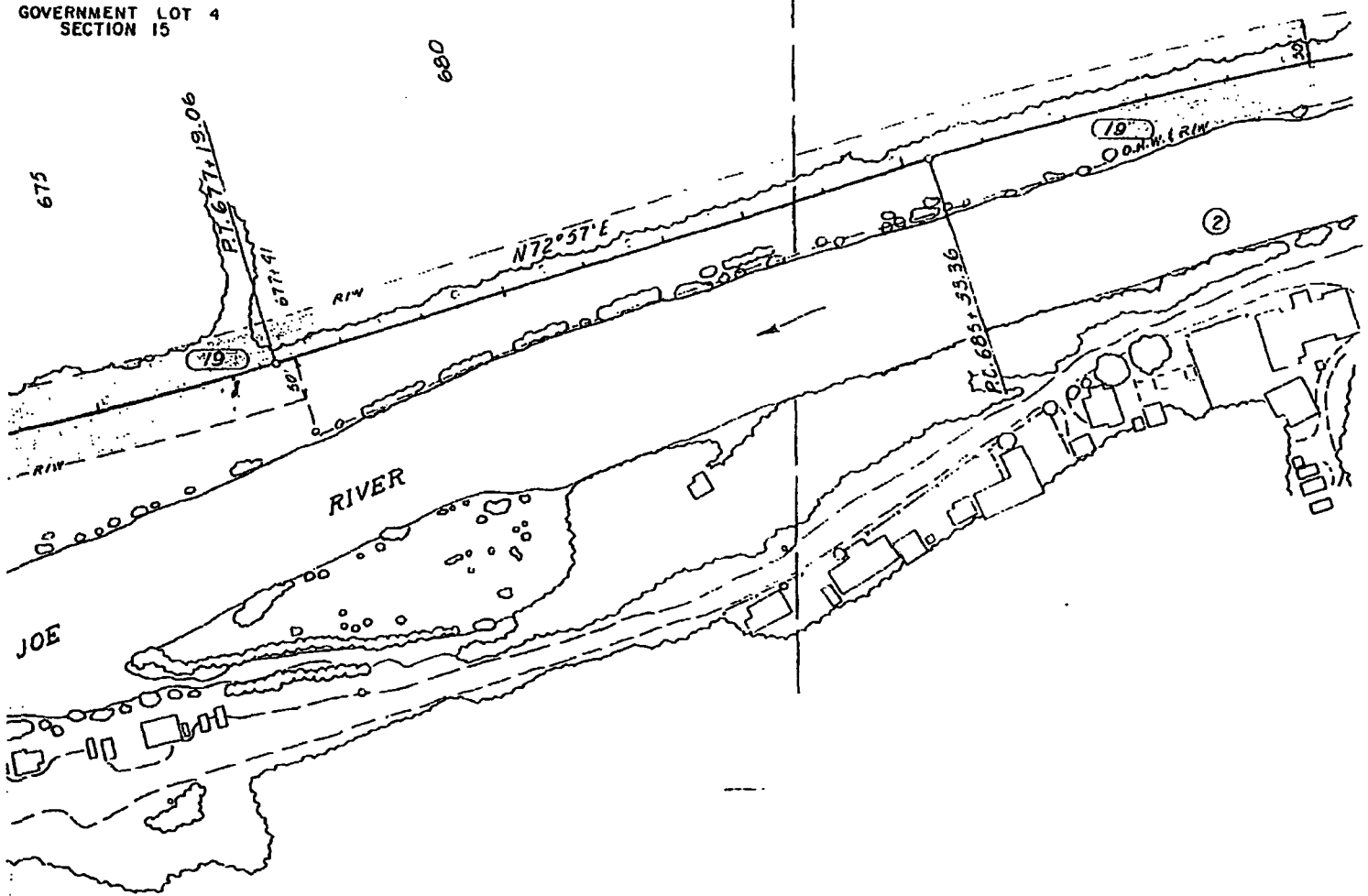
21

REG	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1(6)	22	24

②  
 $\Delta = 9^{\circ}32'$   
 $D = 1^{\circ}23'26.4'' \text{ C.R.}$   
 $T = 343.55'$   
 $L = 685.52'$   
 $R = 4120.00'$

GOVERNMENT LOT 4  
SECTION 15

GOVERNMENT LOT 3  
SECTION 15



FOREST

U. S. DEPARTMENT OF TRANSPORTATION  
FEDERAL HIGHWAY ADMINISTRATION  
WESTERN DISTRICT FEDERAL DIVISION  
VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
ST. JOE RIVER ROAD  
SHOSHONE COUNTY  
IDAHO

24

T45N, R5E B.M.

①  
 $\Delta = 25^{\circ}50'$   
 $D = 1^{\circ}17'46.6''$  C.L.  
 $T = 1013.67'$   
 $L = 1992.88'$   
 $R = 4420.00'$

GOVERNMENT LOT 1, SEC. 16  
 T.45 N., R.5 E., B.M.

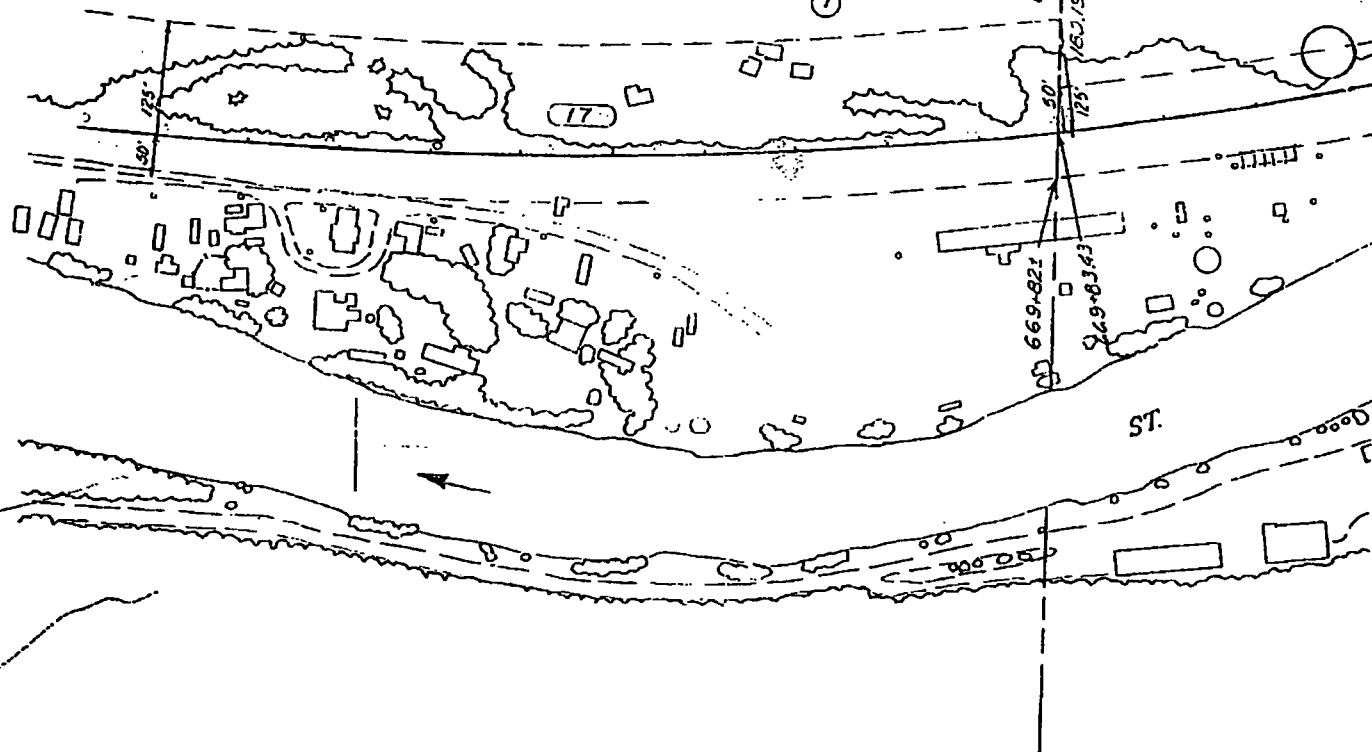
660

665

W. Standley  
 1-83  
 1-85  
 1-85

9 10  
 16 15  
 $N 2036, 487.425$   
 $E 482, 763.891$

670  
 $N 2035 541.195$   
 $E 482, 757.551$



ST JOE NATIONAL

T451

①  
Δ = 25°46'  
D = 3°58'43.9" C.R.  
T = 329.36'  
L = 647.59'  
R = 1440.00'

②  
Δ = 6°57'  
D = 4°56'  
T = 70.44'  
L = 140.7'  
R = 1160.1'

690

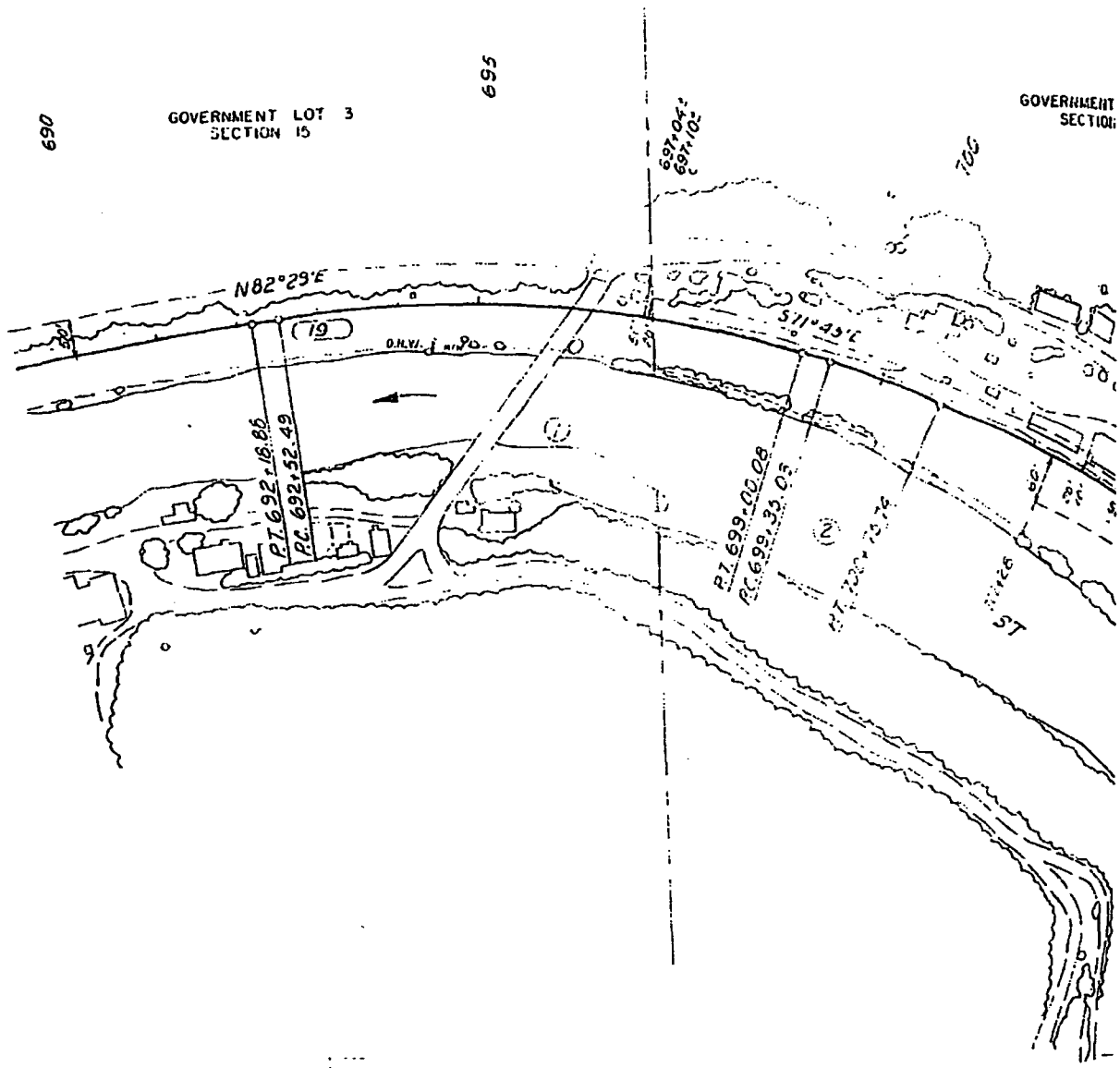
GOVERNMENT LOT 3  
SECTION 15

695

GOVERNMENT  
SECTION

700

W. Standley  
1-83  
at - 2/10/83  
Lain



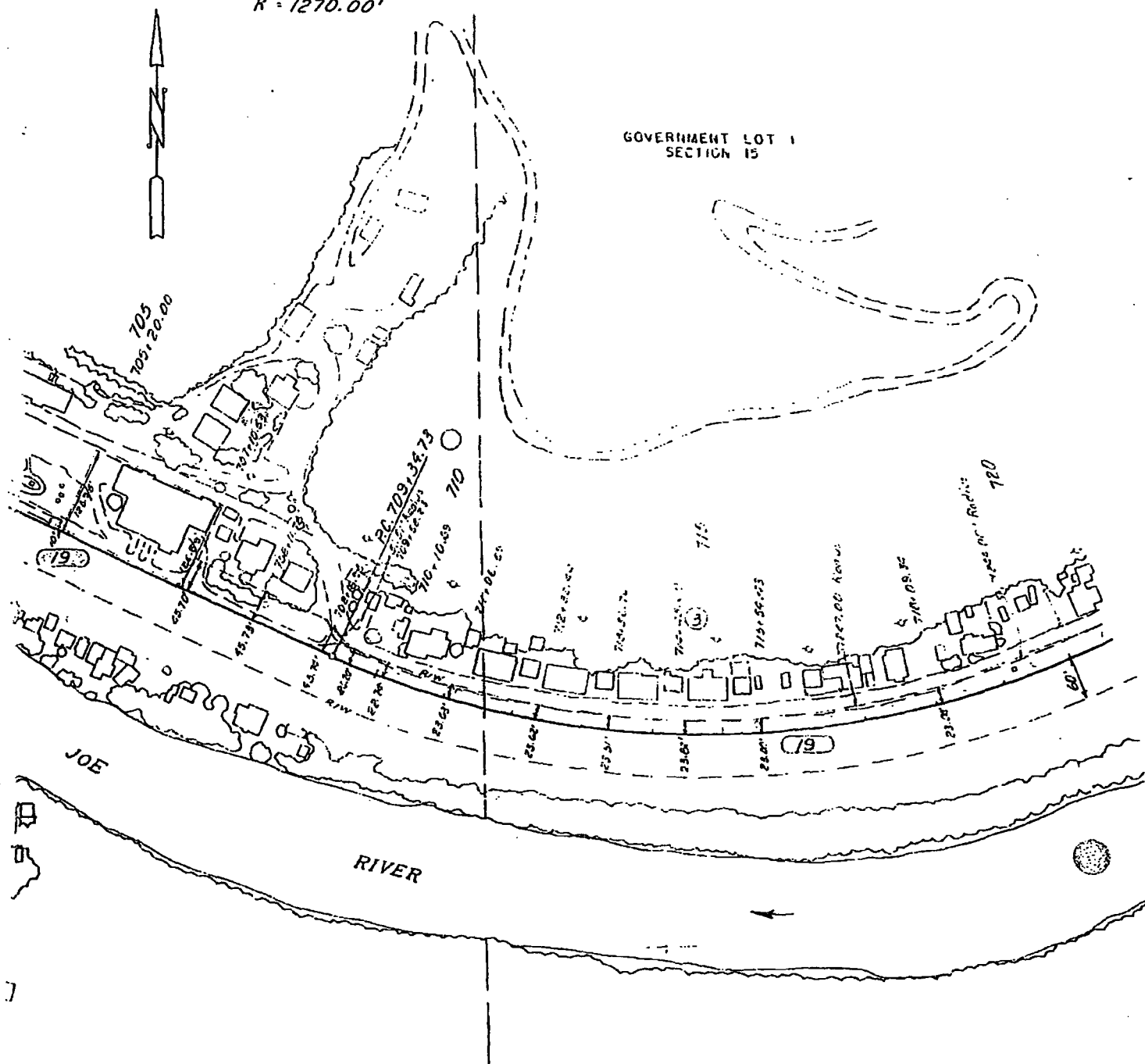
E B. M.

③

$\Delta = 55^{\circ}42'$   
 $D = 4^{\circ}30'41.3''$  C.L.  
 $T = 671.01'$   
 $L = 1234.63'$   
 $R = 1270.00'$

REG	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1(6)	23	24

GOVERNMENT LOT 1  
SECTION 15



NAL FOREST

U. S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION  
 WESTERN DIRECT FEDERAL DIVISION  
 VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
 ST. JOE RIVER ROAD  
 SHOSHONE COUNTY  
 IDAHO

23

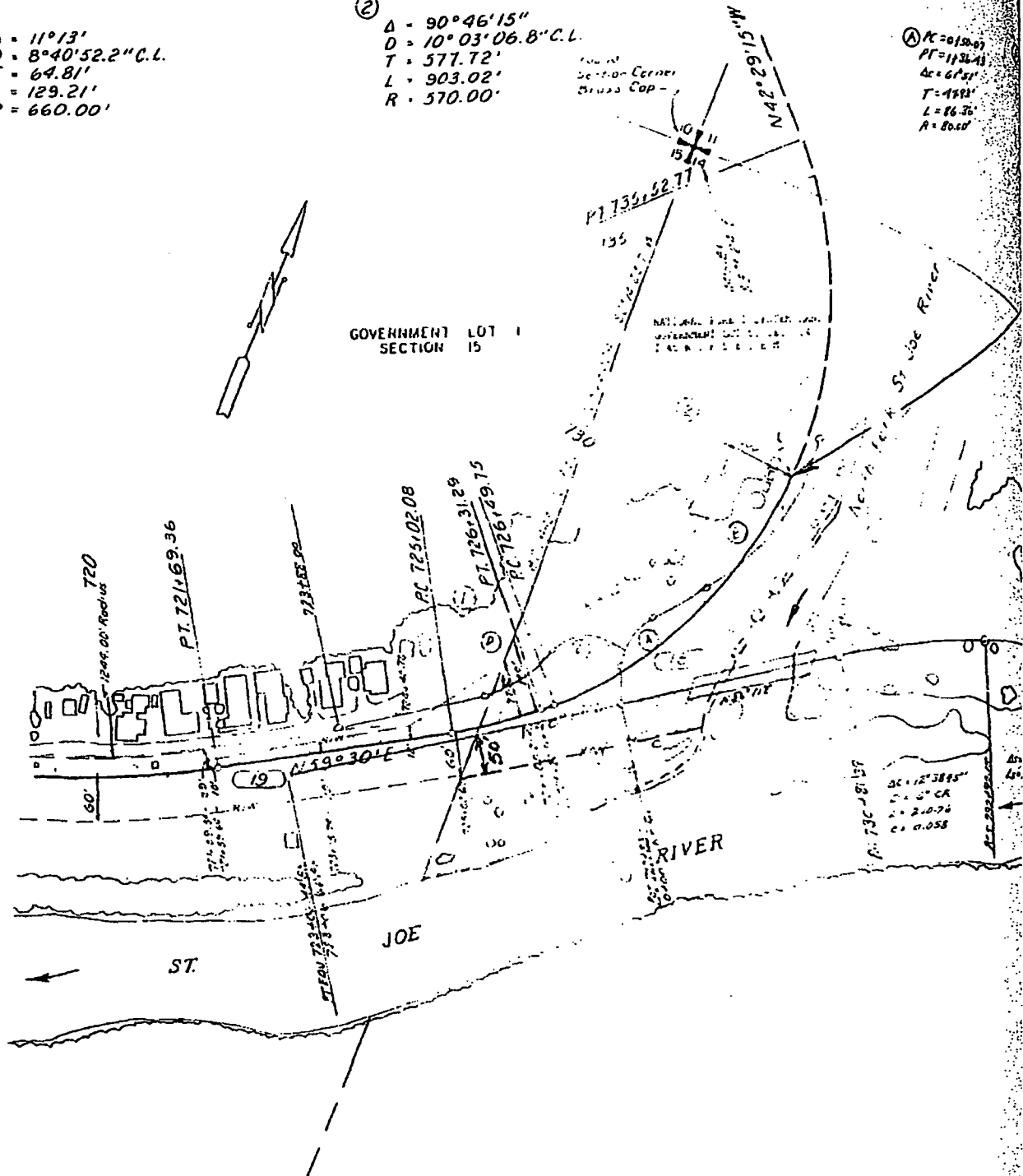
T45N, R5E B.M.

①  
 $\Delta = 11^{\circ}13'$   
 $D = 8^{\circ}40'52.2''$  C.L.  
 $T = 64.81'$   
 $L = 129.21'$   
 $R = 660.00'$

②  
 $\Delta = 90^{\circ}46'15''$   
 $D = 10^{\circ}03'06.8''$  C.L.  
 $T = 577.72'$   
 $L = 903.02'$   
 $R = 570.00'$

③  
 $\Delta = 61^{\circ}29'15''$   
 $D = 61^{\circ}29'15''$   
 $T = 113.41'$   
 $L = 86.36'$   
 $R = 80.60'$

GOVERNMENT LOT 1  
 SECTION 15



ST JOE NATIONAL FOR

REG.	STATE	PROJECT	SHEET NO.	TOTAL SHEETS
17	ID.	FH 50-1(6)	24	24

2+14.11  
 4+20.36  
 5+01.5'  
 137.71'  
 150.25'  
 86.48'

(C) PC = 727+15.71  
 PT = 728+04.16  
 ΔC = 84°24'58"  
 T = 54.47'  
 L = 88.43'  
 R = 60.00'

(D) PC = 725+45.61  
 PT = 727+15.20  
 ΔC = 47°18'25"  
 T = 62.39'  
 L = 114.59'  
 R = 170.20'

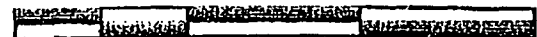
731+00 END PLAN

R.R. Station 1225+10 MP 47.353

N2,036,124.698  
 E 488,315.491

SCALE IN FEET

200 100 0 200 400



U. S. DEPARTMENT OF TRANSPORTATION  
 FEDERAL HIGHWAY ADMINISTRATION  
 WESTERN DISTRICT FEDERAL DIVISION  
 VANCOUVER, WASHINGTON

RIGHT OF WAY PLANS  
 ST. JOE RIVER ROAD  
 SHOSHONE COUNTY  
 IDAHO

trc



RECORDED  
at the request of  
Shoshone County

in

Deeds

Return to:

On File

Per dh

352761

FILED

'92 JUN 24 PM 3 09

NOT RECORDED

STAMPED

Janet Zambano

DEEDS

354031

RIGHT OF WAY EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

That POTLATCH CORPORATION, a Delaware corporation, hereinafter referred to as "Grantor", for good and valuable consideration, the receipt whereof is hereby acknowledged, does hereby grant unto GTE NORTHWEST INCORPORATED, a corporation, hereinafter referred to as "Grantee", and to its successors and assigns, a non-exclusive easement for the purpose of the installation and maintenance of an underground telephone cable under and across the following described real property situate in Shoshone County, State of Idaho, to wit:

A ten-foot wide easement across the Avery Landing beginning at a point on the south boundary line of the Highway right-of-way, located 420 feet west of the intersection of said south right-of-way boundary and the section line between Sections 15 and 16 of Township 45 North, Range 5 East B.M., thence south across Lot 1 of Section 16 to the north side of the St. Joe River, as more particularly shown on Exhibit "A" attached hereto and made a part hereof by this reference.

TO HAVE AND TO HOLD said right of way easement unto Grantee and its successors and assigns forever.

IN WITNESS WHEREOF the Grantor has caused this instrument to be executed by its duly authorized officers this \_\_\_\_ day of August, 1992.

POTLATCH CORPORATION

Attest:

By MD Clausner  
Marlin D. Clausner, Vice-President  
Wood Products Group - Western Division

By T. L. Carter  
T. L. Carter, Assistant  
Secretary

354031

STATE OF IDAHO       )  
                          ) ss.  
County of Nez Perce )

On this 8th day of August, 1992, before me, the undersigned, a Notary Public in and for said state, personally appeared MARLIN D. CLAUSNER and T. L. CARTER, known to me to be the Vice President and Assistant Secretary of Potlatch Corporation, the corporation that executed the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.



*David L. Smith*  
Notary Public for the State of Idaho  
Residing at Lewiston therein.  
My Commission expires: 12-22-94

354-21

SEC. 16

SEC. 15

EXHIBIT "A"  
Towns. 'p 45 North Range 5 East  
Buried Telephone Line

RECORDED  
At the request of

GTE Northwest, Inc.  
in

Deeds

Return to:

ATTN: Mary  
GTE Northwest, Inc.  
Engineering Dept.  
C-6000

Coeur d'Alene, ID 83814

Fee \$ 9.00  
Env. Enc.

354031

FILED

'92 SEP 21 PM 2 27

MARION WINGFIELD

SPOKANE CITY RECORDER

*Janet Zamboni* DEPUTY

OFFICE

28666-1 ✓

RECEIVED

148758

80 JUN 3 AM: 27

BK 100 Pg 9968

BEVERLY HAGAN CLERK  
*K. Hagan* DEPUTY  
*Wynne Hagan* 09 02QUITCLAIM DEED

Grantor, RICHARD H. OGILVIE, not as an individual but solely as Trustee of the property of CHICAGO, MILWAUKEE, ST. PAUL AND PACIFIC RAILROAD COMPANY, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 8999 in proceedings under Section 77 of the Bankruptcy Act and pursuant to Order No. 331A of said Court entered May 15, 1980, for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, do hereby CONVEY and QUITCLAIM, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary thereto, and from all other liens and claims as provided in said Order No. 331A, unto POTLATCH CORPORATION, a Delaware corporation, Grantee, subject to any and all exceptions and reservations hereinafter set forth, the following described real estate situated and being in Benewah County, Idaho, and in Shoshone County, Idaho, as described on Exhibit A attached hereto and made a part hereof.

Together with all and singular the tenements, hereditaments and appurtenances thereunto belonging, -- in any wise appertaining, and the rents, issues and profits thereof.

This conveyance is subject to all existing rights of way and easements, whether or not of record, and to all other encumbrances, exceptions and reservations of record.



286664

IN WITNESS WHEREOF, this instrument is executed by W. L. SMITH  
 As a Representative of the Trustee,  
 PRESIDENT, this 27<sup>th</sup> day of May, 1980.

RICHARD D. OGILVIE, not as an  
 individual but solely as Trustee  
 of the property of Chicago,  
 Milwaukee, St. Paul and Pacific  
 Railroad Company, Deceased

By: [Signature]  
 WITNESS: W. L. SMITH PRESIDENT

[Signature]  
 For said Trustee Secretary  
 G. G. GRUDNOWSKI

STATE OF ILLINOIS )  
 ) ss.  
 COUNTY OF COOK )

On this 27<sup>th</sup> day of May, A. D., 1980, before me, the  
 undersigned, a Notary Public in and for said County and State, personally  
 appeared W. L. SMITH, to me known to be the identical  
 person named in and who executed the foregoing instrument, and acknowledged  
 that he executed the same as his voluntary act and deed as Trustee aforesaid.

[Signature]  
 Notary Public

RAYMOND H. KEEGAN  
 Notary Public Cook County, Ill.  
 My Commission expires Nov. 30, 1987



representative of the

## DESCRIPTION

## Avery to St. Maries

That certain main line right of way of the Chicago, Milwaukee, St. Paul and Pacific Railroad Company extending south and west toward St. Maries, Idaho from the west line of Section 11, Township 45 North, Range 5 East, Boise Meridian, Shoshone County, State of Idaho, identified as Avery terminus, and terminating at Railroad Engineer's Station 207+80, where said right way intersects the east-west centerline of Section 13, Township 46 North Range 2 West, Boise Meridian, Bonewah County, State of Idaho, identified as St. Maries terminus, including real property consisting of, but not limited to, rights of way, trackage, bridges, footings and or other improvements EXCEPT (at Avery) all that portion of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's property in Government Lots 1 through 6 in Section 15, Township 45 North, Range 5 East, B.M., Shoshone County, Idaho lying northerly of the following described line:

Commencing at the intersection of the east line of Government Lot 1 said Section 15, and the north line of Shoshone County Road covered agreement dated November 24, 1936, and being the point of beginning thence westerly along the northerly line of said county road to the east line of Government Lot 2, said Section 15; thence continuing westerly along said northerly line of county road to a point 45 feet northerly, as measured at right angles to Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track centerline; thence continuing westerly along a line parallel and 45 feet northerly, as measured at right angles to said main track centerline to a point opposite Railroad Engineer's Station 0+20; thence northerly at right angles to said main track centerline to a point on the northerly line of said county road; thence continuing westerly along the northerly line of said county road to a point opposite and at right angles to Railroad Engineer's Station 3+20; thence southerly to a point 60 feet northerly and at right angles to said main track centerline; thence westerly along a line parallel to and 60 feet northerly, as measured at right angles to said main track centerline, to a point on the east line of Government Lot 3, said Section 15; thence northerly along said east line of Government Lot 3 to a point 100 feet northerly, as measured at right angles to said main track centerline; thence continuing westerly parallel to and 100 feet northerly, as measured at right angles to said main track centerline, to a point on the west line of Government Lot 4, said Section 15, and being the point of ending.



28666.1

AND EXCEPT (at Calder) all that northerly portion of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's 300 foot wide right of way in the SE $\frac{1}{4}$  and SW $\frac{1}{4}$  Section 3, Township 45 North, Range 2 East, B.M., Shoshone County, Idaho, lying westerly of the westerly line of the 40 foot wide roadway right of way granted by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to the United States Forest Service by easement dated September 4, 1935, and northerly of a line 84 feet northerly, as measured at right angles to the centerline of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's most northerly side track:

AND EXCEPT (also at Calder) that portion of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's right of way in Government Lot 13, Section 3, Township 45 North, Range 2 East, B.M., Shoshone County, Idaho, described as follows:

Commencing on a point at the intersection of the easterly line of the 40 foot wide roadway granted by Chicago, Milwaukee, St. Paul and Pacific Railroad Company to the United States Forest Service by easement dated September 4, 1935, and the northerly right of way line of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, and being the True Point of Beginning; thence easterly along said northerly right of way line, 280 feet; thence southerly along a line parallel to said 40 foot wide roadway, 140 feet; thence westerly parallel to said northerly right of way line, 280 feet to a point on the easterly line of said 40 foot wide roadway; thence northerly along the easterly line of said roadway, 140 feet to the True Point of Beginning:

AND EXCEPT (at St. Joe) those portions of Chicago, Milwaukee, St. Paul and Pacific Railroad Company's property in the W $\frac{1}{4}$  Section 20, Township 46 North, Range 1 East, B.M., Benawah County, Idaho, lying 75 feet northerly and 75 feet southerly, as measured at right angles to Chicago, Milwaukee, St. Paul and Pacific Railroad Company's main track centerline, and those portions in the E $\frac{1}{4}$  of said Section 20 lying 75 feet northerly and 100 feet southerly, as measured at right angles to said main track centerline.

EXHIBIT - A

RECORDED  
at the request of  
Wynne M. Blake

in

Deeds

Return to:

Wynne N. Blake

Attorney at Law

Box 696

Levison, ID 83301

Fee \$ 8.00

288664

FILED

JUL 2 12 47 PM '80

VICTORIA WHITE  
SHOSHONE CITY RECORDER

BY *Janet Lamboni*  
DEPUTY

END OF

320828

QUITCLAIM DEED

Grantor, RICHARD B. OGILVIE, not as an individual but solely as Trustee of the property of Chicago, Milwaukee, St. Paul and Pacific Railroad Company, Debtor, being in possession of all the assets and property of said Railroad Company under authority of the United States District Court for the Northern District of Illinois, Eastern Division, Docket No. 77 B 8999 in proceedings under Section 77 of the Bankruptcy Act and Pursuant to Order No. 19 of said Court entered March 6, 1978, for and in consideration of the sum of \$13,500, the receipt and sufficiency whereof are hereby acknowledged, does hereby CONVEY and QUITCLAIM, free from the liens of said Railroad Company's First Mortgage and General Mortgage, each dated as of January 1, 1944, and all mortgages supplementary hereto, and from all other liens and claims as provided in said Order No. 19, unto JOHN O. EDWARDS and DOROTHY EDWARDS, as nominees, for Edwards Investments, an Idaho Partnership, P.O. Box 220, St. Maries, Idaho, 83861, Grantees, subject to any and all exceptions and reservations hereinafter set forth, the following described real estate, to-wit:

Those portions of Government Lots 1, 2, 3 and 4, Section 15, Township 45 North, Range 5 E.B.M., Shoshone County, State of Idaho, at and near Avery, lying North of the Grantees' railroad right of way and station grounds, excepting therefrom the following described parcels:

EXCEPT beginning at a point from which the section corners common to surveyed Sections 10, 11, 14, 15 of Township 45 North, Range 5 E.B.M., bears North 60° 45' East 26.67 surveyor's chains; thence North 67° 11' West 3.30 chains; thence North 40° East 10 chains; thence South 67° 11' East 3.30 chains; thence South 40° West 10 chains to the place of beginning, and definitely located on the ground by appropriate survey post and corners.

ALSO EXCEPT a certain piece of land 100 feet by 150 feet in size, being situated in Lot 2, Section 15, Township 45 North, Range 5 E.B.M., and more particularly described as follows, to-wit: Beginning at the North line of the Right of Way of the County Road, and 535 feet West of the Southwest corner of the U. S. Forest Rangers Station tract; thence due West 100 feet; thence due North 150 feet; thence due East 100 feet; thence due South 150 feet to the place of beginning.

320828

ALSO EXCEPT from Government Lots 1 and 2, the following described parcel of land more fully described as follows:

All of that portion of land lying North of the County road (lying North of Chicago, Milwaukee, St. Paul and Pacific Main line Tract) more particularly described as follows:

Commencing at a point in said roadway which lies South 10° 28' West, 755.2 feet and South 30° 27' East, 52.9 feet from the Section corner common to Sections 10, 11, 14 and 15, Township 45 North, Range 5 E.B.M. thence

North 30° 27' West, 52.9 feet to a point; thence  
South 61° 05' West, 93.6 feet to a point; thence  
South 61° 10' West, 66.9 feet to a point; thence  
South 61° 06' West, 137.1 feet to a point; thence  
South 61° 05' West, 59.7 feet to a point; thence  
South 68° 24' West, 64.6 feet to a point; thence  
South 69° 48' West, 79.1 feet to a point; thence  
South 72° 49' West, 67.7 feet to a point; thence  
South 15° 25' East, 17.5 feet to a point; thence

Along a radius curve of 1,153.3 feet, 124.5 feet to a tangent of South 82° 40' West; thence  
South 82° 40' West, 96.3 feet to a point; thence  
South 86° 57' West, 45.2 feet to a point; thence  
North 86° 51' 57" West, 97.51 feet to a point; thence  
North 82° 52' 48" West, 98.52 feet to a point; thence  
North 78° 08' 55" West, 201.41 feet to a point; thence  
North 71° 10' 12" West, 88.0 feet to a point; thence  
South 24° 41' 04" West, 10 feet to a point; thence  
North 57° 12' 46" West, 113.91 feet to a point; thence  
South 29° 54' 51" West, 18.61 feet to a point; thence  
Northwesterly along a tangent curve with a Delta angle of 48° 48' 18" with a radius of 80 feet and a length of 68.14 feet to a point; thence  
North 61° 43' 37" West, 123.03 feet to a point; thence  
North 64° 15' 29" West, 241.56 feet to a point; thence  
North 24° 14' 16" East, 70.0 feet to a point; thence  
North 64° 15' 29" East, 270.62 feet to a point; thence  
North 0° 34' 22" East, 77.89 feet to a point; thence  
North 89° 25' 38" West, 100 feet to a point; thence  
South 0° 34' 22" West, 108.21 feet to a point; thence  
South 39° 19' 43" West to a point on the County Road Right of Way.

Together with all facilities, structures and improvements located on the property hereby conveyed.

This conveyance is subject to general real estate taxes for the year 1985 and subsequent years and to all existing rights of way, easements, licenses and permits, whether or not of record, and to all exceptions and reservations of record.

325823

IN WITNESS WHEREOF, this instrument is executed in the name of said  
Trustee and on his behalf by T. F. Power, Jr., President thereunto duly  
authorized this NOV 18 1985.

RICHARD B. Ogilvie, not as an  
individual but solely as Trustee of  
the property of Chicago, Milwaukee,  
St. Paul and Pacific Railroad  
Company, Debtor

By T. F. Power, Jr.  
T. F. Power, Jr., President

F.E.I.N. 36-6000639

This document was prepared on behalf of Richard B. Ogilvie, not as an  
individual but solely as Trustee of the property of Chicago, Milwaukee,  
St. Paul and Pacific Railroad Company, Debtor, by R. H. Keegan, Real  
Estate Attorney, Property Management Department, Chicago, Milwaukee, St.  
Paul and Pacific Railroad Company, Debtor, Chicago, Illinois.

32-820

Form "A"

STATE OF ILLINOIS }

COUNTY OF COOK }

On this \_\_\_\_\_, before me, the undersigned, a Notary Public in and for said County and State, personally appeared T.F. POWER, JR., President for the Trustee aforesaid, to me known to be the identical person named in and who executed the foregoing instrument and who acknowledged that he executed the same as his voluntary act and deed on behalf of the Trustee aforesaid.

*Raymond H. Keegan*  
RAYMOND H. KEEGAN  
Notary Public, Cook County, IL  
My Commission Expires Nov 30, 1987

(b) (6)

320828

DEC 18 1 58 PM '85

INDEXED  
BY *Janet Zamboni*

331211

## QUITCLAIM DEED

For a valuable consideration, receipt of which is hereby acknowledged, JOHN O. EDWARDS and DOROTHY EDWARDS, as nominees for EDWARDS INVESTMENTS, an Idaho Partnership, and JOHN O. EDWARDS and DOROTHY EDWARDS a/k/a DOROTHY M. EDWARDS, (b) (6)

(b) (6) and EDWARDS INVESTMENTS, a General Partnership, whose partners are JOHN O. EDWARDS, DOROTHY M. EDWARDS, KENNETH J. EDWARDS, JERALD O. EDWARDS, LINDA ST. JOHN, and KATHLEEN M. LOMPIER, as Grantors, do hereby remise, release and forever quitclaim to and EDWARDS FOREST INDUSTRIES, INC., an Idaho Corporation, whose current address is P.O. Box 220, St. Maries, Idaho 83861, as Grantees, the following described real property in the County of Shoshone, State of Idaho:

~~Those portions of Government Lots 1, 2, 3 and 4, Section 15, Township 45 North, Range 5 E.B.M., Shoshone County, State of Idaho, at and near Avery, lying North of the Grantees' railroad right of way and station grounds, excepting therefrom the following described parcels:~~

EXCEPT beginning at a point from which the section corners common to surveyed Sections 10, 11, 14, 15 of Township 45 North, Range 5 E.B.M., bears North  $60^{\circ}45'$  East 26.67 surveyor's chains; thence North  $67^{\circ}11'$  West 3.30 chains; thence North  $40^{\circ}$  East 10 chains; thence South  $67^{\circ}11'$  East 3.30 chains; thence South  $40^{\circ}$  West 10 chains to the place of beginning, and definitely located on the ground by appropriate survey post and corners.

ALSO EXCEPT a certain piece of land 100 feet by 150 feet in size, being situated in Lot 2, Section 15, Township 45 North, Range 5 E.B.M., and more particularly described as follows, to-wit; Beginning at the North line of the Right of Way of the County Road, and 535 feet West of the Southwest corner of the U.S. Forest Rangers Station tract; thence due West 100 feet; thence due North 150 feet; thence due east 100 feet; thence due South 150 feet to the place of beginning.

ALSO EXCEPT from Government Lots 1 and 2, the following described parcel of land more fully described as follows:

All that portion of land lying North of the County road (lying North of Chicago, Milwaukee, St. Paul and Pacific Main line Tract) more particularly described as follows:

Commencing at a point in said roadway which lies South  $10^{\circ}28'$  West, 755.2 feet and South  $30^{\circ}27'$  East, 52.9 feet from the Section corner common to Sections 10, 11, 14 and 15, Township 45 North, Range 5 E.B.M. thence North  $30^{\circ}27'$  West, 52.9 feet

331211

to a point; thence South  $61^{\circ}05'$  West, 93.6 feet to a point; thence South  $61^{\circ}10'$  West, 66.9 feet to a point; thence South  $61^{\circ}06'$  West, 137.1 feet to a point; thence South  $61^{\circ}05'$  West, 59.7 feet to a point; thence South  $68^{\circ}24'$  West, 64.6 feet to a point; thence South  $69^{\circ}48'$  West, 79.1 feet to a point; thence South  $72^{\circ}49'$  West, 67.7 feet to a point; thence South  $15^{\circ}25'$  East, 17.5 feet to a point; thence along a radius curve of 1,153.3 feet, 124.5 feet to a tangent of South  $82^{\circ}40'$  West; thence South  $82^{\circ}40'$  West, 96.3 feet to a point; thence South  $86^{\circ}57'$  West, 45.2 feet to a point; thence North  $86^{\circ}51'57''$  West, 97.51 feet to a point; thence North  $82^{\circ}52'48''$  West, 98.52 feet to a point; thence North  $78^{\circ}08'55''$  West, 201.41 feet to a point; thence North  $71^{\circ}10'12''$  West, 88.0 feet to a point; thence South  $24^{\circ}41'04''$  West, 10 feet to a point; thence North  $57^{\circ}12'46''$  West, 113.91 feet to a point; thence South  $29^{\circ}54'51''$  West, 18.61 feet to a point; thence Northwesterly along a tangent curve with a Delta angle of  $48^{\circ}48'18''$  with a radius of 80 feet and a length of 68.14 feet to a point; thence North  $61^{\circ}43'37''$  West, 123.03 feet to a point; thence North  $64^{\circ}15'29''$  West, 241.56 feet to a point; thence North  $24^{\circ}14'16''$  East, 70.0 feet to a point; thence North  $64^{\circ}15'29''$  East, 270.62 feet to a point; thence North  $0^{\circ}34'22''$  East, 77.89 feet to a point; thence North  $89^{\circ}25'38''$  West, 100 feet to a point; thence South  $0^{\circ}34'22''$  West, 108.21 feet to a point; thence South  $39^{\circ}19'43''$  West to a point on the County Road Right of Way.

Together with all facilities, structures and improvements located on the property hereby conveyed.

SUBJECT TO AND TOGETHER WITH all current taxes, exceptions, easements, uses, rights of way, restrictions, covenants and reservations apparent or of record.

Including any interest which Grantors may hereafter acquire.

DATED this 9th day of December, 1987.

John O. Edwards  
JOHN O. EDWARDS, as Nominee  
for Edwards Investments, an  
Idaho Partnership

Dorothy M. Edwards  
DOROTHY EDWARDS, as Nominee  
for Edwards Investments, an  
Idaho Partnership

John O. Edwards  
JOHN O. EDWARDS  
Individually

Dorothy M. Edwards  
DOROTHY EDWARDS a/k/a  
DOROTHY M. EDWARDS  
Individually

John O. Edwards  
JOHN O. EDWARDS, Partner  
Edwards Investments

Dorothy M. Edwards  
DOROTHY M. EDWARDS, Partner  
Edwards Investments

Kenneth J. Edwards  
KENNETH J. EDWARDS, Partner  
Edwards Investments

Jerald O. Edwards  
JERALD O. EDWARDS, Partner  
Edwards Investments



331211

Linda St. John  
LINDA ST. JOHN, Partner  
Edwards Investments

Kathleen M. Dompier  
KATHLEEN M. DOMPIER, Partner  
Edwards Investments

STATE OF IDAHO )  
 ) ss.  
County of Benewah )

On this 9th day of December, 1987, before me, the undersigned, a notary public in and for Idaho, personally appeared JOHN O. EDWARDS and DOROTHY EDWARDS, as nominees for Edwards Investments, and JOHN O. EDWARDS and DOROTHY M. EDWARDS a/k/a DOROTHY EDWARDS, (b) (6)

(b) (6) known or identified to me to be the persons whose names are subscribed to the within instrument and acknowledged to me that they executed the same both individually and as nominees for Edwards Investments, and JOHN O. EDWARDS, DOROTHY M. EDWARDS, KENNETH J. EDWARDS, JERALD O. EDWARDS, LINDA ST. JOHN and KATHLEEN M. DOMPIER, known or identified to me to be all six of the partners in the partnership of EDWARDS INVESTMENTS, and the partners who subscribed said partnership name to the foregoing instrument and acknowledged to me that they executed the same in said partnership name.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Karen M. Robinson  
Notary Public in and for Idaho  
Residing at: St. Maries, Idaho  
Commission expires: 4-20-93

RECORDED  
at the request of

331211

Thomas C. Morris  
in

Deeds  
return to:

FILED

Thomas C. Morris  
Attorney at Law  
722 Main St.  
St. Maries, ID 83861

'87 DEC 14 PM 3 39

MARCIA WINGFIELD  
SHOSHONE CTY RECORDER  
BY Janet Zamboni DEPUTY

Fee \$ 9.00

## APPLICATION FOR THE ISSUANCE OF A RECORDED DOCUMENT GUARANTEE

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property. As only a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Recorded Document Guarantee, which Guarantee will set forth and attach copies of the Designated Documents. The Guarantee is being provided to Applicant solely for the purpose of facilitating any innocent landowner or purchaser defenses which may be available under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. It is provided for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Recorded Document Guarantee shall mean:
  - a. Applicant — The party or parties which have executed this Application and which are shown as the Assured in the Guarantee.
  - b. CERCLA — Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.
  - c. Company — Title Insurance Company named on the face page of the Guarantee to be issued.
  - d. Designated Documents — Those documents specifically designated by Applicant in paragraphs 3 and 4 and which describe the Subject Property or any portion thereof and which are not Excluded Documents.
  - e. Excluded Documents — Any of the following:
    - (i) documents indexed in the Company's or its issuing office's title plant records by name only,
    - (ii) documents pertaining to an estate or interest in minerals, gas and oil, or other hydrocarbon substances,
    - (iii) documents pertaining to water rights, claims or title to water,
    - (iv) documents pertaining to timber, or
    - (v) documents recorded or indexed outside the chain of title, whether or not the documents impart constructive notice to purchasers of the Subject Property for value and without knowledge.
  - f. Guarantee — Recorded Document Guarantee.
  - g. Land Records — Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers of the Subject Property for value and without knowledge.
  - h. Subject Property — The real property described in the Application, but not including any severed mineral estate.
2. The Subject Property is described as follows:

45N05E-15-1300 3100

3. Applicant hereby requests the Company to issue the Guarantee identifying only the following Designated Documents which are currently posted in the Company's or its issuing office's title plant and which are recorded in the Land Records from the Railroad through present.  
(month, day, year) (month, day, year)
4. Designated Documents as defined in paragraph 1(d) above:
  - a. ☐ Deeds
  - b. ☒ Contracts of sale of real property and assignments thereof
  - c. ☒ Leases and Subleases and assignments thereof
  - d. ☒ Mortgages/Deeds of Trust
  - e. ☐ Environmental Protection Liens recorded pursuant to CERCLA.

Reorder Form No. 3182

OPTIONAL FORM 99 (7-90)

### FAX TRANSMITTAL

# of pages 4

To <u>Ronda Nash</u>	From <u>Brechen Schmidt</u>
Dept./Agency <u>Alliance Title</u>	Phone # <u>EPA</u>
Fax # <u>208-752-3461</u>	Fax # <u>206-553-0119</u>

NSN 7540-01-317-7368 5099-101 GENERAL SERVICES ADMINISTRATION

5. Applicant specifically instructs the Company to disclose in the Guarantee only the Designated Documents indicated above. Applicant understands that during the course of searching the records covered by the Guarantee the Company may find or have knowledge of documents of a type other than the Designated Documents requested by Applicant. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents. Applicant imposes no duty or responsibility on the Company to disclose those documents or their content to Applicant either through the Guarantee or otherwise.
6. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND SUBMITS:
- That the Company's sole obligation under the Guarantee, and this Application, shall be to conduct a search in accordance with the terms and provisions of this application and to furnish copies of the Designated Documents to Applicant as part of the Guarantee. The Company shall have no obligation to read, examine, or interpret the Designated Documents.
  - That the Company shall not be obligated under this Guarantee to pay any costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.
  - That the Guarantee is limited in scope and is not an abstract of title, title opinion, preliminary or title report or commitment to issue title insurance.
  - That the Guarantee is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.
  - That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of this Application and the Guarantee.
  - That the Guarantee is not valid and the Company shall have no liability thereunder unless this Application is attached thereto.
  - That the Guarantee does not assure that Applicant will be entitled to any innocent landowner or purchaser defenses which may be available under CERCLA.

#### LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE GUARANTEE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED GUARANTEE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS GUARANTEE, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS GUARANTEE ONLY IN THE EVENT THAT ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED ON APPLICANT, OR AGAINST THE SUBJECT PROPERTY, SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO IDENTIFY AND ATTACH THE DESIGNATED DOCUMENTS TO THE GUARANTEE, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED APPLICANT TO FAIL TO COMPLY WITH THE REQUIREMENTS FOR DUE DILIGENCE INQUIRY OF PRIOR OWNERSHIPS AND USES IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF \$ 10,000.00.

ACCORDINGLY, APPLICANT REQUESTS THAT THE GUARANTEE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE GUARANTEE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this 31 day of October 2007

(This application must be signed by the Applicant itself or an attorney at law representing the Applicant.)

APPLICANT:

Grechen Schmidt  
(print or type name)

Grechen Schmidt  
(signature)

OR

ATTORNEY FOR  
APPLICANT:

\_\_\_\_\_  
(print or type name and name of law firm)

\_\_\_\_\_  
(signature)

MAILING ADDRESS:

USEPA  
6200 6th Ave #900  
206-553-0EA-095  
2587 Seattle WA  
98101

(telephone)

1 AXE xempt #  
MAILING ADDRESS: 520852695

\_\_\_\_\_  
(telephone)

## APPLICATION FOR THE ISSUANCE OF A RECORDED DOCUMENT GUARANTEE

Applicant, for the purpose of purchase, sale, lease or loan, is in the process of investigating the prior ownerships and uses of the Subject Property. As only a component of that investigation, Applicant hereby requests the Company to furnish Applicant with a Recorded Document Guarantee, which Guarantee will set forth and attach copies of the Designated Documents. The Guarantee is being provided to Applicant solely for the purpose of facilitating any innocent landowner or purchaser defenses which may be available under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended. It is provided for the sole use and benefit of Applicant and may not be used or relied upon by any other party.

1. The following terms when used in the Application and the Recorded Document Guarantee shall mean:
  - a. Applicant — The party or parties which have executed this Application and which are shown as the Assured in the Guarantee.
  - b. CERCLA — Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended.
  - c. Company — Title Insurance Company named on the face page of the Guarantee to be issued.
  - d. Designated Documents — Those documents specifically designated by Applicant in paragraphs 3 and 4 and which describe the Subject Property or any portion thereof and which are not Excluded Documents.
  - e. Excluded Documents — Any of the following:
    - (i) documents indexed in the Company's or its issuing office's title plant records by name only,
    - (ii) documents pertaining to an estate or interest in minerals, gas and oil, or other hydrocarbon substances,
    - (iii) documents pertaining to water rights, claims or title to water,
    - (iv) documents pertaining to timber, or
    - (v) documents recorded or indexed outside the chain of title, whether or not the documents impart constructive notice to purchasers of the Subject Property for value and without knowledge.
  - f. Guarantee — Recorded Document Guarantee.
  - g. Land Records — Those records in which under state statutes the Designated Documents must be recorded in order to impart constructive notice to purchasers of the Subject Property for value and without knowledge.
  - h. Subject Property — The real property described in the Application, but not including any severed mineral estate.
2. The Subject Property is described as follows:

45N05E-16-2000

3. Applicant hereby requests the Company to issue the Guarantee identifying only the following Designated Documents which are currently posted in the Company's or its issuing office's title plant and which are recorded in the Land Records from Pre-Railroad through present.  
(month, day, year) (month, day, year)

4. Designated Documents as defined in paragraph 1(d) above:

- a. ☒ Deeds
- b. ☒ Contracts of sale of real property and assignments thereof
- c. ☒ Leases and Subleases and assignments thereof
- d. ☒ Mortgages/Deeds of Trust
- e. ☐ Environmental Protection Liens recorded pursuant to CERCLA.

5. Applicant specifically instructs the Company to disclose in the Guarantee only the Designated Documents indicated above. Applicant understands that during the course of searching the records covered by the Guarantee the Company may find or have knowledge of documents of a type other than the Designated Documents requested by Applicant. Even if the Company knows or would have reason to know Applicant may have an interest in these other documents, Applicant imposes no duty or responsibility on the Company to disclose those documents or their content to Applicant either through the Guarantee or otherwise.
6. BY THE EXECUTION AND SUBMISSION OF THIS APPLICATION TO THE COMPANY, APPLICANT ACKNOWLEDGES AND SUBMITS:
- That the Company's sole obligation under the Guarantee, and this Application, shall be to conduct a search in accordance with the terms and provisions of this application and to furnish copies of the Designated Documents to Applicant as part of the Guarantee. The Company shall have no obligation to read, examine, or interpret the Designated Documents.
  - That the Company shall not be obligated under this Guarantee to pay any costs, attorneys' fees, or expenses incurred in any action, proceeding, or other claim brought against Applicant.
  - That the Guarantee is limited in scope and is not an abstract of title, title opinion, preliminary or title report or commitment to issue title insurance.
  - That the Guarantee is not to be relied upon by Applicant or any other person as a representation of the status of title to the Subject Property.
  - That Applicant shall have no right of action against the Company, whether or not based on negligence, except under the terms and provisions of, and subject to all limitations of this Application and the Guarantee.
  - That the Guarantee is not valid and the Company shall have no liability thereunder unless this Application is attached thereto.
  - That the Guarantee does not assure that Applicant will be entitled to any innocent landowner or purchaser defenses which may be available under CERCLA.

#### LIMITATION OF LIABILITY

APPLICANT RECOGNIZES THAT IT IS EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO DETERMINE THE EXTENT OF DAMAGES WHICH COULD ARISE FROM ERRORS OR OMISSIONS IN THE GUARANTEE. APPLICANT RECOGNIZES THAT THE FEE CHARGED IS NOMINAL IN RELATION TO THE POTENTIAL LIABILITIES PURSUANT TO CERCLA. THEREFORE, APPLICANT UNDERSTANDS THAT THE COMPANY IS NOT WILLING TO PROCEED IN THE PREPARATION AND ISSUANCE OF THE REQUESTED GUARANTEE UNLESS THE COMPANY'S LIABILITY IS STRICTLY LIMITED. APPLICANT AGREES WITH THE PROPRIETY OF THIS LIMITATION AND AGREES TO BE BOUND BY ITS TERMS.

THIS LIMITATION IS AS FOLLOWS:

APPLICANT AGREES, AS PART OF THE CONSIDERATION FOR THE ISSUANCE OF THIS GUARANTEE, THAT THE COMPANY SHALL BE LIABLE TO APPLICANT UNDER THIS GUARANTEE ONLY IN THE EVENT THAT ENVIRONMENTAL HAZARDOUS WASTE OR TOXIC SUBSTANCE CLEAN-UP COSTS OR PENALTIES ARE ACTUALLY IMPOSED ON APPLICANT, OR AGAINST THE SUBJECT PROPERTY, SOLELY BY REASON OF AN ERROR OR OMISSION BY THE COMPANY IN FAILING TO IDENTIFY AND ATTACH THE DESIGNATED DOCUMENTS TO THE GUARANTEE, WHICH ERROR OR OMISSION BY THE COMPANY HAS CAUSED APPLICANT TO FAIL TO COMPLY WITH THE REQUIREMENTS FOR DUE DILIGENCE INQUIRY OF PRIOR OWNERSHIPS AND USES IN CONNECTION WITH THE INNOCENT LANDOWNER OR PURCHASER DEFENSES UNDER CERCLA; AND THEN THE LIABILITY SHALL BE A ONE-TIME PAYMENT TO APPLICANT OF \$ 10,000.00.

ACCORDINGLY, APPLICANT REQUESTS THAT THE GUARANTEE BE ISSUED WITH THIS LIMITATION AS A PART OF THE CONSIDERATION THAT APPLICANT GIVES THE COMPANY TO PREPARE AND ISSUE THE GUARANTEE.

APPLICANT CERTIFIES THAT HE HAS READ AND UNDERSTANDS ALL OF THE TERMS, LIMITATIONS AND CONDITIONS OF THIS APPLICATION.

Executed this 31 day of October, 2007.

(This application must be signed by the Applicant itself or an attorney at law representing the Applicant.)

APPLICANT:

Grechen F Schmidt  
(print or type name)

Grechen F Schmidt  
(signature)

OR

ATTORNEY FOR  
APPLICANT:

\_\_\_\_\_  
(print or type name and name of law firm)

\_\_\_\_\_  
(signature)

USEPA  
MAILING ADDRESS: 1200 6th Ave #900  
206-553-06A-095  
2587 Seattle WA  
98101  
(telephone)

Tax Exempt 520852695  
MAILING ADDRESS:

\_\_\_\_\_  
(telephone)

Alliance Title & Escrow Corp  
412 Cedar Street  
Wallace, Idaho 83873  
Phone: 208-752-1167 or 800-355-8789  
FAX: 208-752-3461

**Alliance Title &  
Escrow Corp.**

# Fax

**To:** Grechen

**From:** Shelley Hodgdon

**Fax:** 206-553-0119

**Pages:** 1 (Including Cover)

**Phone:**

**Date:** October 3, 2007

**Re:**

**CC:**

☐ Urgent ☒ For Review ☐ Please Comment ☐ Please Reply ☐ Please Recycle

• **Comments:**

Hello!

I wanted to let you know that I did look for that deed between the dates that you gave me and I didn't come up with anything.

Let me know if you need anything else.

1980

RR



Potlatch Corp

Portion of Lot

4 N 100 North of

track to water line

1986- DOT-acquired Rightway

1995

David Theriault → Bentcik

1996

Theriault → Bentcik  
(to quiet title)

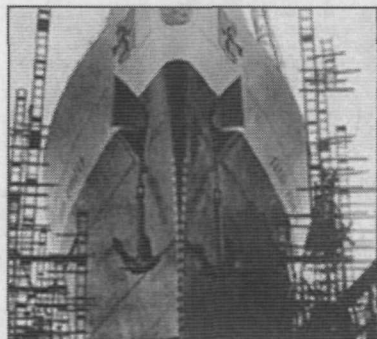


Copies of Plat Maps  
and tax owners to

EARL

Mail 3/14

Potlatch to  
Theriault



---

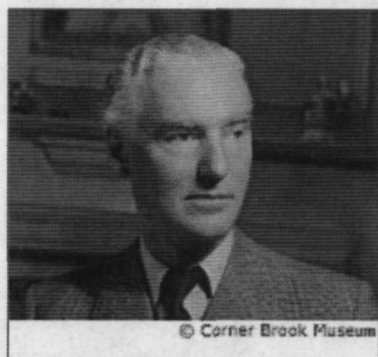
**1963**

In the US, Ernie Frazee invents the easy-open can for Alcoa. People no longer have to punch a hole in the end of the can with a triangular opener.

---

**1962**

Eric Bowater dies. He has dominated the Bowater group for nearly 40 years.



---

**1959**

The Coors brewery in the US introduces the first two-piece aluminium beer can. The new can uses much less metal than the old three-piece can.

---

**1955**

PLM (later to be part of Rexam) makes its first beer can for AB Stockholm's Bryggerier (now Pripps Bryggerier). The can goes on sale in October under the Three Towns brand name.

---

**1955**



Alliance Title  
& Escrow

## FAX COVER SHEET

Alliance Title & Escrow Corp  
412 Cedar Street  
P.O. Box 1287  
Wallace, Idaho 83073  
1-208-752-1167  
1-800-355-0709  
FAX No.: 1-208-752-3161



SEND TO Company name	From Shelley
Attention Grechen	Date 9/24/07
Office location	Office location Wallace
Fax number 208-553-0119	Phone number

☐ Urgent ☐ Reply ASAP ☐ Please comment ☐ Please review ☒ For your information

Total pages, including cover:

23

## COMMENTS

Instrument No.s: 373797  
243758  
245009  
365647  
286664  
331211  
320828

Thank you and have a great day!

30-30

SEPT 26 1968

241

NO

# LISPENDING

113

SUBSTANTIAL PORTION OF GOVERNMENT  
1911-22, 15-SECTION 15, TOWNSHIP  
SLEEPING NORTH, RANGE 5, EAST  
LYING NORTH OF THE ST. JOE  
RIVER AND SOUTH OF THE MAIN  
TRACK CENTERLINE OF THE  
FORMER CHICAGO, MILWAUKEE  
AND ST. PAUL RAILROAD CO.  
(NORFOLK SOUTHERN CORPORATION  
BRANCH LINE), ALL BEING IN  
BRONCHO COUNTY, STATE OF  
ILLINOIS.

ធនាគារកម្ពុជា

Cts. pendens

NOTICE IS HEREBY GIVEN that an action has been commenced in the District Court of the First Judicial District of the State of Idaho, in and for the County of Shoshone, by the above named plaintiff against the above named defendants to quiet the title to the premises and real estate in the complaint in the said action, and hereinafter described, and to determine all and every claim, estate, or interest therein of said defendants, or either of any of them, adverse to the said plaintiff, and the premises affected by this suit are situated in the County of Shoshone, in said state, and are bounded and described as follows, to wit:

That portion of Government Lot 27, in Section 15, Township 45 North, Range 5 East, lying North of the St. Joe River and South of the main track centerline of the former Chicago, Milwaukee and St. Paul Railroad Co. (now Potlatch Corporation branch line) All being in Shoshone County, State of Idaho

DATED this 12th day of September, 1982

*Wynne M. Blake*  
Wynne M. Blake, Attorney for Plaintiff

RECORDED  
At the request of  
WYNNE M. BLAKE

VIRLIS ATTACHMENTS  
& PENDINGS

MARGARET LINDLEY  
SHOSHONE CITY COURTHOUSE  
DISTRICT COURT RECORDS OFFICE

MALLARD, IDAHO 83673  
4-00

11-1-82



373797

FILED IN DISTRICT COURT

APR 13 1964

W. G. GIBBELL

NANCY A. WOLFF  
MORRIS AND WOLFF, P.A.  
722 Main Avenue  
St. Maries, Idaho 83861

IN THE DISTRICT COURT OF THE FIRST JUDICIAL DISTRICT OF  
THE STATE OF IDAHO, IN AND FOR THE COUNTY OF SHOSHONE  
DISTRICT COURT

LAWRENCE R. BENTCIK and ETHEL M.  
BENTCIK, (b) (6)

Case No. 32982

Plaintiff

vs.

DECREE QUIETING  
TITLE TO REAL  
PROPERTY

HAROLD E. THERIAULT, deceased;  
CAUSETTA POSEY, deceased;

Any unknown heir, assign, successor,  
any and all spouses or devisees, whose  
true name is unknown, of the above-named  
persons or entities;

AND;

Any person, firm, entity, partnership,  
company or corporation whose true name  
is unknown, claiming or to claim under  
the above-named persons or entities;  
and

AND;

Any person, firm, entity, partnership,  
company or corporation, whose true name  
is unknown, claiming any right, title,  
interest, lien or estate in and to the  
following described real property:

That portion of Government Lots 3  
and 4, Section 15, Township 45  
North, Range 5 East, B.M., Shoshone  
County, State of Idaho, lying

DECREE QUIETING TITLE -1-

Bentcik Dec

373797

South of Chicago, Milwaukee, St.  
Paul Railroad right-of-way and  
North of the St. Joe River.

Defendants

This cause came on regularly for hearing before the above-entitled Court, sitting without a jury on the 19th day of August, 1996, Nancy A. Wolff, appearing as attorney for plaintiffs and their assigns, and no appearance being made by said defendants, HAROLD E. THERIAULT and CAUSETTA POSEY, and their default having been duly and regularly entered, and it appearing from the records and files that due and legal notice has been had on defendants HAROLD E. THERIAULT and CAUSETTA POSEY, and the Court having examined the proofs offered by the plaintiffs and their assigns, and the Court being fully advised in the premises, and plaintiffs having filed herein their Findings of Fact and Conclusions of Law and having directed that judgment be entered in accordance therewith,

NOW, THEREFORE, by reason of the law and the findings aforesaid, IT IS HEREBY ORDERED, ADJUDGED AND DECREED, that the defendants HAROLD E. THERIAULT and CAUSETTA POSEY, have no right, estate, title or interest whatsoever in and to the land or property hereinafter described.

THAT IT IS FURTHER ORDERED, ADJUDGED AND DECREED, that the title of plaintiffs, Lawrence R. Bentsik and Ethel M. Bentsik, husband and wife, and their assigns in and to the said

DEEDS QUERING TITLE -2-

373797

hereinafter described real property is good and valid, and the title of plaintiffs and their assigns thereto is adjudged to be quieted against defendants HAROLD E. THERIAULT and CAUSETTA POSEY, and against any and all persons claiming any interest in said land through or under them, and said defendants HAROLD E. THERIAULT and CAUSETTA POSEY, are hereby enjoined, restrained and forever debarred from asserting any claim, right, title or interest in or to said land or premises or any part thereof, adverse to the plaintiffs or their assigns.

That said real property is described as follows located in Shoshone County, State of Idaho, to-wit:

That portion of Government Lots 3 and 4, Section 15, Township 45 North, Range 5 East, E.M., Shoshone County, State of Idaho, lying South of Chicago, Milwaukee, St. Paul Railroad right-of-way and North of the St. Joe River.

DONE IN OPEN COURT this 19th day of August, 1996.

/s/ Grain G. Kasanen  
DISTRICT JUDGE

DECREE QUIETING TITLE -3-  
Benedict, Doc



CERTIFICATE OF DELIVERY:

I hereby certify that I delivered a true and correct copy of the foregoing document by postage prepaid mail on the 19th day of August, 1996, addressed to the following:

Morris and Wolff, P.A.  
722 Main Avenue  
St. Maries, Idaho 83861

Lawrence R. Bencik  
Ethel M. Bencik  
726 Main Avenue  
St. Maries, Idaho 83861

/s/ GAIL ELLIOTT

RECORDED

at the request of

373797

Mr.

M. J. Anderson

Return to

Morris and Wolff, P.A.

722 Main Avenue

St. Maries, ID 83861

8/19/96

FILED

'96 AUG 20 PM 4 01

MARCIA WILKINSON

CLERK OF DISTRICT COURT

STATE OF IDAHO  
COUNTY OF SHOSHONE ) ss

THIS IS TO CERTIFY THAT THE FOREGOING IS A TRUE COPY OF THE ORIGINAL NOW ON RECORD IN THIS OFFICE, DATED ON THE 19th DAY OF August, 1996.  
MARCIA WILKINSON, CLERK OF DISTRICT COURT BY Gail Elliott

DEPOSIT OF SETTING TITLE #4-  
Bencik, Dag

